



# Public Comment

## SIGN IN SHEET

April 1, 2014

6:00 PM

Limited to forty [40] minutes, four [4] minutes per person.

Please be advised that citizens not utilizing their full four [4] minutes may not "donate" their remaining time to another speaker. As stated above, each speaker is restricted to a maximum of four [4] minutes.

Citizens with comments related to a specific agenda action item will be called first.

If time permits additional citizens may be permitted to speak on non-agenda items [at the discretion of the Chair].

### PRINT Information Below

	FULL NAME	AGENDA ACTION ITEM	NON-AGENDA ITEM
1	✓ Jack Arnold	Zone 3	✓
2	✓ Steven Proen		
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20	✓ B. J.		

Everyone speaking before Council will be required to do so in a civil manner. Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and Commission appointed by Council should do so in an appropriate manner.

**NOTE:** Non Agenda Item matters can be addressed except for those which, due to law or proper protocol, would be inappropriate for public meetings of Council, such as, but not limited to, personal attacks on individual council members, partisan political activity and/or comments.



**MOUNTAIN LAKES**  
CONVENTION and VISITORS BUREAU

'Destination of a Lifetime'

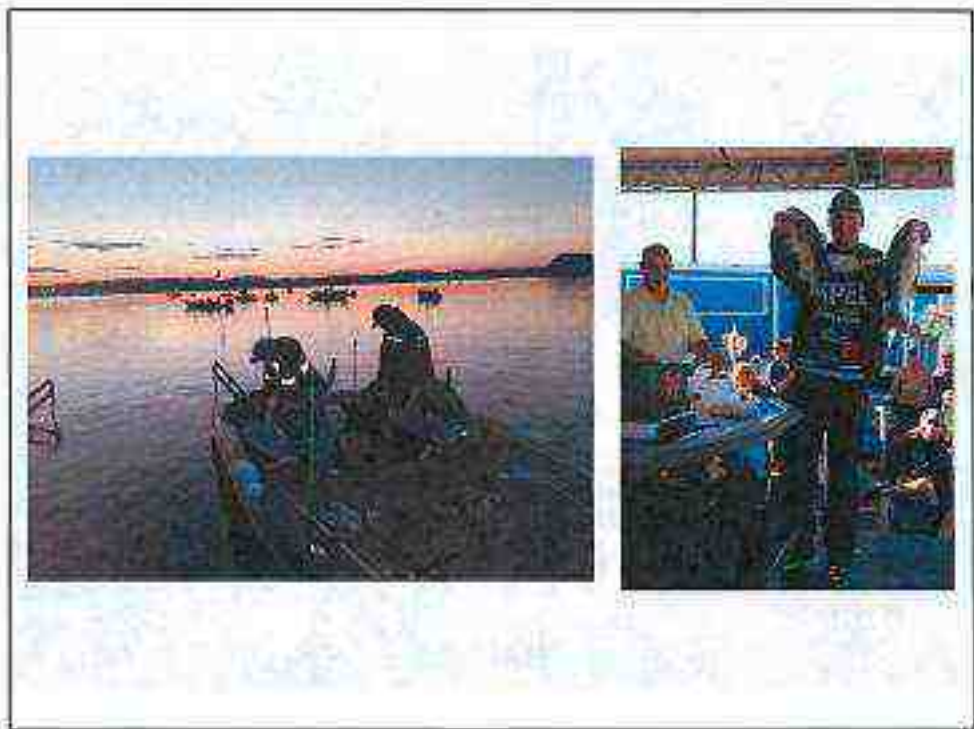
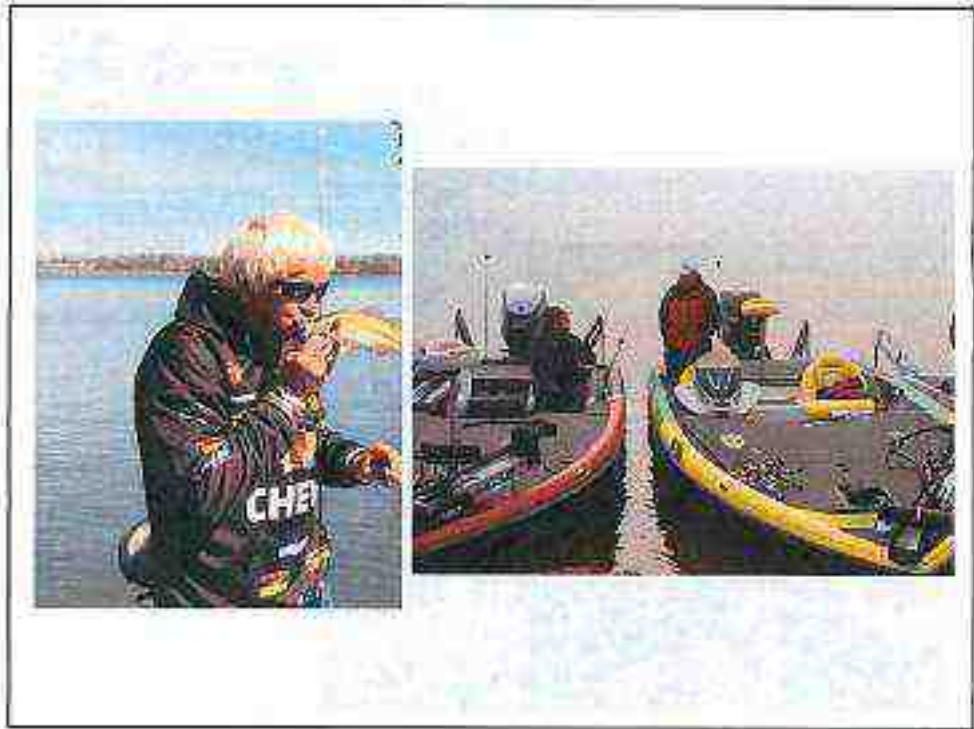


- Professional Bass Fishing Tour
- NCAA College Fishing National Championship
- High School Fishing National Championship







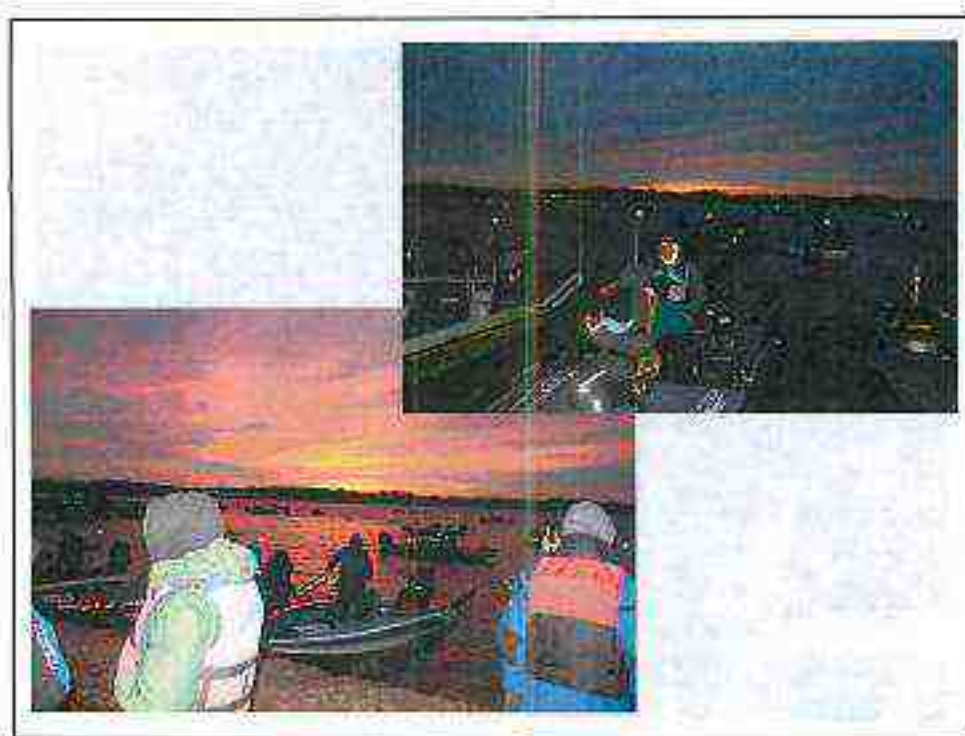


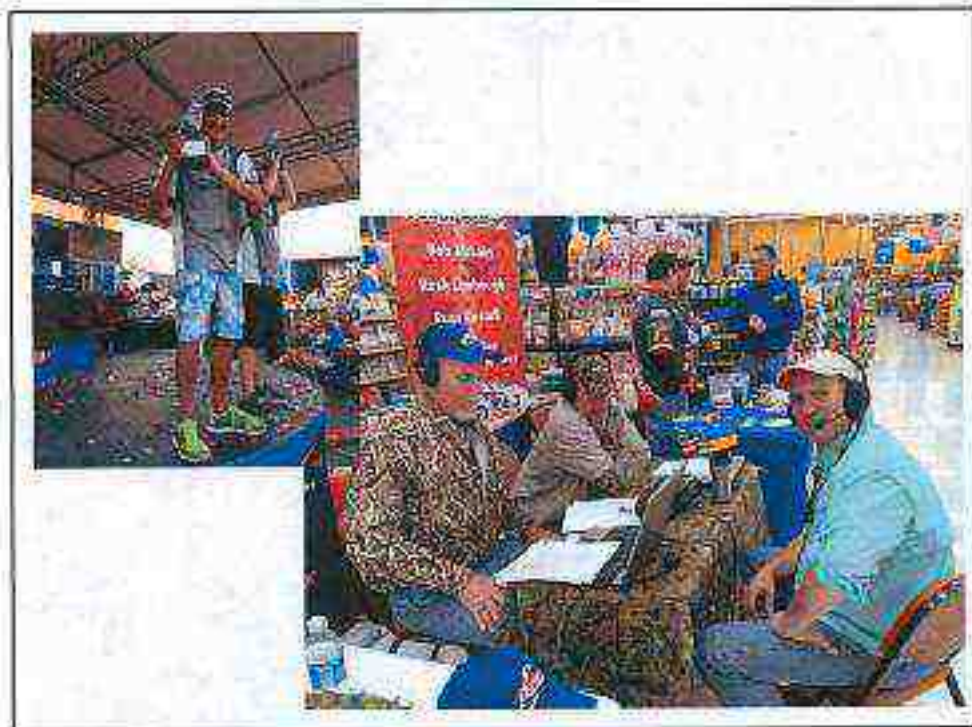
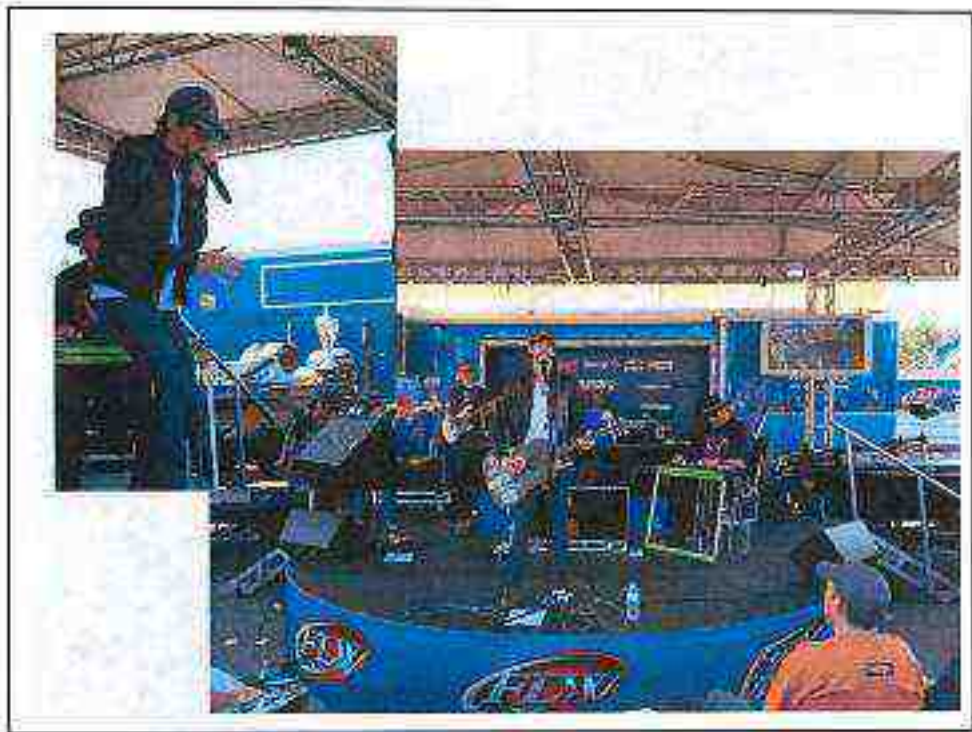
















## Overview & Results

### Pro Tournament

- March 6 - 9
- Lake Hartwell at the Clemson Marina
- 300 anglers from 41 states and 4 countries
- Over 500 family members, event staff and media
- Televised internationally by NBS Sports (will be aired again on May 24)
- Winner was from Donalds, SC – Casey Ashley (\$100,000)



## Overview & Results

### College National Championship

- 25 Teams
- Lake Keowee at South Cove County Park
- Champions: University of Minnesota
- Note: Clemson did not make the cut to fish in the event

### High School National Championship

- 5 Teams
- Lake Keowee at South Cove County Park
- Champions: Arizona





## Overview & Results

### Local Events

- Middle School and High School essay contest – winners fished with a Pro
- Meet and greet at the Clemson Marina
- Meet and Greet at Scenic Chevrolet in West Union
- Meet and greet with live radio broadcast at several Wal-Marts in the upstate
- Fishing Expo and live concert at the Seneca Wal-Mart on Sat and Sun



## Overview & Results

### Summary

- This type of event is expensive to host and beyond the CVB budget
- Partnered with Oconee County, Seneca and Clemson to get this event here
- Anglers traveled in weeks prior to practice and stayed in our community
- Over 1,700 room nights
- Result was an economic impact for Oconee and Clemson was of over \$3M!

**THANKS TO OUR PARTNERS!!!**



Oconee County, South Carolina  
General Fund Summary  
2014-2015 Budget

Oconee County, South Carolina  
General Fund Revenues and Expenditures Comparison  
2014-2016 Budget

Revenues and Other Financing Sources						Comparison of Revenues and Other Financing Sources			
Description	FY 2011 Actual	FY 2012 Actual	FY 2013 Actual	FY 2014 Budget	FY 2015 Request	Base Years	Five Yr. Avg.	Dollar Change From Prior Year's Budget	Percentage Change from Prior year Budget
Property Taxes	35,103,802	31,099,888	30,600,362	31,070,200	31,182,317	158,634,310	31,720,864	112,117	0.36%
Intergovernmental	3,429,691	2,988,928	3,429,426	3,490,980	3,563,580	17,729,277	3,545,055	13,000	0.37%
Licenses, Permits and Fees	2,549,156	2,647,540	2,829,593	2,980,950	2,722,200	13,798,589	2,758,718	(258,680)	-8.88%
Fines and Forfeitures	397,693	388,911	333,203	301,600	333,500	1,861,784	372,367	32,000	10.61%
Charges for Services	1,449,805	1,681,052	1,582,692	1,783,452	1,860,150	7,332,623	1,470,525	(123,342)	-6.92%
Interest and Investment Inc	358,726	375,680	272,000	237,600	252,850	1,708,086	341,013	15,250	6.42%
Miscellaneous and Other	218,146	140,520	235,876	91,063	205,815	894,597	178,919	114,753	126.01%
Other Financing Sources	1,182,505	3,052,756	2,16,633	1,575,000	2,111,360	6,857,184	1,371,437	532,063	39.70%
	<u>42,789,708</u>	<u>42,355,425</u>	<u>39,561,590</u>	<u>41,534,785</u>	<u>41,971,933</u>	<u>208,735,438</u>	<u>41,759,888</u>	<u>437,148</u>	<u>1.05%</u>

Expenditures and Other Financing Uses						Comparison of Expenditures and Other Financing Uses			
Description	FY 2011 Actual	FY 2012 Actual	FY 2013 Actual	FY 2014 Budget	FY 2015 Request	Base Years	Five Yr. Avg.	Dollar Change From Prior Year's Budget	Percentage Change from Prior year Budget
General Government	10,686,564	10,578,004	8,488,252	11,017,604	12,703,382	52,221,367	10,444,273	1,695,777	15.30%
Public Safety	14,220,069	15,534,358	16,325,029	16,164,480	16,521,487	75,835,310	15,167,162	2,337,017	14.44%
Transportation	4,565,965	4,839,387	4,259,222	3,773,396	7,596,253	21,758,737	4,351,947	3,822,858	101.31%
Public Works	3,771,339	3,935,370	3,629,776	3,873,451	5,144,858	18,328,975	3,665,786	1,471,407	40.06%
Culture and Recreation	2,461,421	2,581,734	2,559,188	2,838,054	3,271,095	12,616,182	2,523,236	633,041	24.00%
Judicial Services	2,448,502	2,607,374	2,592,188	2,735,656	3,365,586	12,652,074	2,530,413	549,923	23.76%
Health and Welfare	1,710,285	1,691,294	1,538,180	935,850	531,514	7,632,432	1,505,488	(4,336)	-0.46%
Economic Development	266,608	412,310	407,050	521,235	455,439	1,855,980	371,188	(65,840)	-12.33%
Other Financing Uses	1,883,872	81,804	1,515,568	55,000	40,000	9,492,543	1,898,509	(15,000)	-27.27%
	<u>42,015,725</u>	<u>42,039,638</u>	<u>42,351,385</u>	<u>41,534,785</u>	<u>52,049,627</u>	<u>212,295,273</u>	<u>42,458,055</u>	<u>10,514,841</u>	<u>25.32%</u>

Balance	773,983	315,787	(2,800,396)	(0)	(10,077,694)	(3,495,325)	(699,167)	(98,077,693)	-24.26%
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Revenues and Other Financing Sources - General Fund						Comparison of Revenues and Other Financing Sources to Prior Years General Fund			
Description	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Council Approved	FY 2015 Request	Base Years	Five Yr. Avg.	Dollar Change From Prior Years Budget	Percentage Change from Prior year Budget
Property Taxes	33,103,802	31,099,988	30,660,362	31,070,200	31,182,317	158,604,319	31,720,864	112,117	0.36%
Intergovernmental	3,429,861	2,788,028	3,429,426	3,490,980	3,503,980	17,725,277	3,549,055	13,000	0.37%
Licenses, Permits and Fees	2,649,168	2,647,640	2,829,393	2,960,950	2,722,260	13,798,589	2,758,718	(358,650)	-8.58%
Fines and Forfeitures	397,633	358,911	333,203	301,500	333,500	1,861,784	372,357	32,000	10.81%
Charges for Services	1,449,809	1,661,093	1,593,693	1,763,492	1,660,150	7,352,623	1,470,525	(123,342)	-6.92%
Interest and Investment Income	359,726	375,680	272,002	237,600	252,850	1,705,066	341,013	15,250	5.42%
Miscellaneous and Other	216,146	140,520	239,878	91,093	205,016	694,597	178,919	114,753	126.21%
Other Financing Sources	1,162,605	3,052,766	218,633	1,579,000	2,111,060	6,657,164	1,371,437	532,050	33.70%
<b>Total Revenues &amp; Other Sources</b>	<b>42,730,708</b>	<b>42,465,425</b>	<b>39,561,590</b>	<b>41,534,785</b>	<b>41,971,933</b>	<b>209,937,388</b>	<b>41,769,986</b>	<b>497,148</b>	<b>1.05%</b>

Expenditures and Other Financing Uses - General Fund						Comparison of Expenditures and Other Financing Uses - General Fund			
Department by Function	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Council Approved	FY 2015 Request	Base Years	Five Yr. Avg.	Dollar Change From Prior Years Budget	Percentage Change from Prior year Budget
<b>General Government</b>									
Administrative Services (747)	1,089,260	1,079,289	1,031,335	980,189	936,124	5,392,578	1,052,518	(42,065)	-4.29%
Administrator (717)	227,009	479,131	668,271	741,830	737,950	2,215,195	443,039	(3,660)	-0.50%
Assessor (301)	2,393,637	1,315,145	1,004,143	1,101,697	1,234,560	7,032,312	1,405,462	132,863	12.08%
Auditor (302)	422,487	438,844	463,786	462,857	461,424	2,150,976	430,195	(1,433)	-0.31%
Board of Assessment Appeals (704)	5,853	7,818	8,211	11,622	11,622	37,863	7,537	0	0.00%
County Council (704)	317,917	319,526	329,753	342,054	342,660	1,640,413	328,383	796	0.23%
Delinquent Tax Collector (305)	355,677	438,025	420,321	453,898	461,222	2,079,704	415,941	7,324	1.61%
Engineering Services (743)	2,253	-	-	-	-	46,298	9,668	-	na
Facilities Maintenance (714)	603,481	1,160,262	1,096,123	1,086,510	1,524,778	5,647,597	1,129,518	438,268	40.34%
Information Technology (711)	1,427,146	1,582,814	1,288,422	1,308,079	1,476,482	6,486,364	1,291,393	198,403	12.67%
Legislative Delegation (706)	79,209	84,939	84,711	86,441	86,397	415,925	83,185	356	0.41%
Non-Departmental (709)	1,433,584	1,530,880	1,169,157	2,281,282	3,212,412	7,884,115	1,636,923	931,130	40.82%
Procurement (713)	185,923	193,056	176,569	202,862	205,943	940,087	188,317	3,262	1.62%
Register of Deeds (735)	299,786	319,488	321,593	329,293	362,397	1,623,471	324,894	34,114	10.39%
Soil and Water Conservation De	63,579	63,493	56,332	71,740	72,473	311,160	62,232	730	1.02%



Expenditures and Other Financing Uses - General Fund						Comparison of Expenditures and Other Financing Uses - General Fund			
Department by Function	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Council Approved	FY 2015 Request	Base Years	Five Yr. Avg.	Dollar Change From Prior Year's Budget	Percentage Change from Prior year Budget
Tax Center (334)	997	-	-	-	-	175,679	35,116	-	na
Treasurer (366)	482,699	515,729	509,703	517,197	523,567	2,444,511	468,502	6,370	1.23%
Vehicle Maintenance (721)	775,691	847,424	809,592	867,460	864,947	5,170,292	1,034,098	(2,033)	-0.34%
Voter Registration and Elections	159,757	200,373	169,235	173,965	186,215	876,169	175,234	12,250	7.04%
Zoning (727)	3,696	-	-	-	-	8,345	1,659	-	na
<b>Total General Government</b>	<b>10,686,664</b>	<b>10,576,004</b>	<b>9,489,252</b>	<b>11,017,604</b>	<b>12,703,382</b>	<b>52,221,367</b>	<b>10,444,273</b>	<b>1,685,777</b>	<b>17.77%</b>
<b>Public Safety</b>									
Animal Control (111)	461,913	523,500	443,865	523,533	554,269	2,351,859	470,372	40,736	7.79%
Community Development (702)	510,992	465,705	527,589	616,123	779,590	2,724,678	544,936	164,367	26.80%
Communications (1104)	1,302,393	1,382,445	1,559,867	1,525,980	1,721,204	7,003,845	1,400,755	105,214	12.78%
Coroner (103)	151,996	158,269	146,336	361,683	309,421	962,817	192,963	(62,262)	-14.45%
Detention Center (106)	2,815,534	2,781,947	2,635,944	3,042,614	3,375,916	13,722,739	2,744,547	333,302	10.95%
Emergency Management (105)	150,000	150,000	908,493	532,274	552,542	1,980,767	398,153	(79,732)	-12.61%
Emergency Services (107)	2,132,020	2,197,796	-	-	-	5,545,347	1,309,269	-	na
Fire Departments (102)	473,112	1,303,000	3,332,640	3,041,166	3,156,900	8,603,036	1,720,606	115,734	3.61%
Sheriff (101)	6,222,110	6,591,695	8,755,069	6,442,098	8,051,258	31,929,831	6,385,966	1,615,157	25.13%
<b>Total Public Safety</b>	<b>14,220,069</b>	<b>15,534,356</b>	<b>16,325,023</b>	<b>16,184,490</b>	<b>18,521,497</b>	<b>75,835,910</b>	<b>16,167,182</b>	<b>2,337,017</b>	<b>14.32%</b>
<b>Transportation</b>									
Airport (720)	607,098	1,020,917	980,159	1,177,587	2,856,870	4,602,775	920,555	1,679,275	142.60%
Roads and Bridges (601)	3,759,837	3,618,570	3,279,057	2,995,799	4,739,363	17,155,962	3,431,392	2,143,564	62.58%
<b>Total Transportation</b>	<b>4,366,935</b>	<b>4,639,487</b>	<b>4,259,222</b>	<b>3,773,396</b>	<b>7,596,233</b>	<b>21,759,737</b>	<b>4,351,947</b>	<b>3,822,839</b>	<b>101.31%</b>
<b>Public Works</b>									
Solid Waste (718)	3,771,336	3,935,370	3,629,276	3,873,451	5,144,858	10,328,978	3,665,796	1,471,407	40.06%
<b>Culture and Recreation</b>									
Chau Ram Park (205)	174,622	192,144	193,060	188,607	228,836	942,333	185,467	40,129	21.25%
High Falls Park (205)	274,868	261,133	264,885	276,622	523,804	1,350,774	276,155	247,272	89.39%
Library (206)	1,283,492	1,304,984	1,318,677	1,392,757	1,484,836	6,489,534	1,299,127	92,079	6.61%
Parks, Recreation, and Tourism (	459,576	534,890	480,773	506,071	553,400	2,421,098	494,218	47,379	9.36%



Expenditures and Other Financing Uses - General Fund						Comparison of Expenditures and Other Financing Uses - General Fund			
Department by Function	FY 2011 Actual	FY 2012 Actual	FY 2013 Budget	FY 2014 Council Approved	FY 2015 Request	Base Years	Five Yr. Avg.	Dollar Change From Prior Year's Budget	Percentage Change from Prior year Budget
South Cove Park (204)	288,844	249,883	301,770	273,797	479,879	1,366,345	273,269	205,132	75.30%
<b>Total Culture and Recreation</b>	<b>2,461,421</b>	<b>2,581,734</b>	<b>2,558,165</b>	<b>2,538,054</b>	<b>3,271,005</b>	<b>12,616,182</b>	<b>2,523,238</b>	<b>833,041</b>	<b>24.00%</b>
<b>Judicial Services</b>									
Clerk of Court (881)	639,322	749,901	728,800	738,715	758,119	3,567,804	713,581	21,404	2.91%
Magistrate (509)	643,373	684,584	656,558	738,385	1,309,288	3,314,111	682,822	570,934	77.32%
Probate Court (502)	441,464	373,911	365,595	383,191	407,097	1,970,988	394,198	23,938	6.24%
Public Defender (618)	150,303	175,030	212,000	200,000	212,000	887,000	177,400	12,030	6.00%
Solicitor (504)	514,343	523,976	631,445	677,375	699,084	2,912,072	582,414	21,709	3.20%
<b>Total Judicial Services</b>	<b>2,448,502</b>	<b>2,607,374</b>	<b>2,592,198</b>	<b>2,735,866</b>	<b>3,385,588</b>	<b>12,662,074</b>	<b>2,530,415</b>	<b>649,923</b>	<b>23.76%</b>
<b>Health and Welfare</b>									
Health and Human Services (705)	1,405,474	1,386,600	1,333,525	650,610	645,610	6,151,103	1,230,221	(5,000)	-0.77%
Department of Social Services (400)	7,884	11,892	8,616	12,500	12,500	53,161	10,832	-	0.00%
Health Department (403)	119,444	106,677	73,759	82,313	82,277	441,360	58,272	(35)	-0.04%
Veterans' Affairs (404)	174,483	176,275	173,279	150,427	191,127	886,868	177,374	700	0.37%
<b>Total Health and Welfare</b>	<b>1,710,265</b>	<b>1,691,299</b>	<b>1,586,199</b>	<b>935,850</b>	<b>931,514</b>	<b>7,532,492</b>	<b>1,506,498</b>	<b>(4,336)</b>	<b>-0.46%</b>
<b>Economic Development</b>									
Economic Development (707)	286,808	412,310	407,090	521,285	455,438	1,855,990	371,198	(65,846)	-12.83%
<b>Other Financing Uses</b>									
	1,883,872	81,804	1,515,568	55,800	40,000	9,492,543	1,898,589	(15,000)	-27.27%
<b>Total Expenditures and Other Financing Uses</b>	<b>42,015,726</b>	<b>42,039,838</b>	<b>42,361,385</b>	<b>41,534,785</b>	<b>52,049,627</b>	<b>212,205,273</b>	<b>42,459,055</b>	<b>10,514,841</b>	<b>25.32%</b>
<b>Net Change in Fund Balance</b>	<b>773,583</b>	<b>315,787</b>	<b>(2,800,395)</b>	<b>(0)</b>	<b>(10,077,894)</b>	<b>(6,489,935)</b>	<b>(689,187)</b>	<b>(10,077,898)</b>	<b>-24.20%</b>

### FY 2015 New Positions Requested

Dept	Fund	Insurance		Job Title	Salary	COLA 1%	Insurance	Grade	FY2015 Fringe	Total FY2015 Salary & Fringe
104	10	IN	New	Sergeant - Child/Elder Abuse Investigator	\$ 39,704.00	\$ 40,107.04	\$ 10,709.00	118	\$20,363.41	\$60,469.45
101	10	IN	New	Sergeant - Training/Grants	\$ 39,704.00	\$ 40,107.04	\$ 10,709.00	118	\$20,363.41	\$60,469.45
101	10	IN	New	Deputy II	\$ 30,984.00	\$ 31,293.84	\$ 10,709.00	114	\$7,534.05	\$49,536.89
101	10	IN	New	Deputy II	\$ 30,984.00	\$ 31,293.84	\$ 10,709.00	114	\$7,534.05	\$49,536.89
101	10	IN	New	Deputy II	\$ 30,984.00	\$ 31,293.84	\$ 10,709.00	114	\$7,534.05	\$49,536.89
103	10		New	Chief Deputy Coroner (P/T)	\$ 6,000.00	\$ 6,060.00		118	\$644.59	\$6,704.59
						\$ -				
106	10	IN	New	Correctional Officer II	\$ 30,984.00	\$ 31,293.84	\$ 10,709.00	114	\$7,534.05	\$49,536.89
106	10	IN	New	Correctional Officer II	\$ 30,984.00	\$ 31,293.84	\$ 10,709.00	114	\$7,534.05	\$49,536.89
106	10	IN	New	Secretary III	\$ 25,722.00	\$ 25,979.22	\$ 10,709.00	111	\$4,888.62	\$41,576.84
106	10		Reclass	Training Sgt. To LL	\$ 1,335.00	\$ 1,348.35		119	\$374.22	\$1,672.57
110	10		Reclass	Animal Control Supervisor to Sergeant	\$ 8,781.00	\$ 8,868.61	\$ -	118	\$2,132.54	\$11,001.35
110	10		Reclass	Animal Control Officer to Deputy I	\$ 4,710.00	\$ 4,767.13	\$ -	113	\$1,143.86	\$5,900.96
206	10	IN	New	Circulation Assistant	\$ 24,174.00	\$ 24,415.74	\$ 10,709.00	110	\$4,594.41	\$39,719.15
206	10	IN	New	Branch Service Assistant I	\$ 22,178.00	\$ 22,399.78	\$ 10,709.00	109	\$4,215.06	\$37,323.84
206	10	IN	New	Courier to Full Time	\$ 7,677.00	\$ 7,763.77	\$ 10,709.00	109	\$1,459.06	\$19,021.83
202	10	IN	New	Mountain Lakes CVB Sales Manager	\$ 50,000.00	\$ 50,500.00	\$ 10,709.00		\$9,500.35	\$70,709.35
509	10		New	P/T Magistrate Court Clerk	\$ 24,629.00	\$ 24,767.22		113	\$4,561.22	\$29,428.44



### FY 2015 New Positions Requested

Dept	Fund	Insurance		Job Title	Salary	COLA 1%	Insurance	Grade	FY2015 Fringe	Total FY2015 Salary & Fringe
801	10	IN	New	Laborer	\$ 21,351.00	\$ 21,564.91	\$ 10,709.00	108	\$5,340.80	\$37,814.31
801	10	IN	New	Right-of-Way Specialist	\$ 29,120.00	\$ 29,411.20	\$ 10,709.00	113	\$7,556.95	\$47,677.15
801	10	IN	New	Engineering Tech	\$ 29,120.00	\$ 29,411.20	\$ 10,709.00	113	\$7,556.95	\$47,677.15
801	10	IN	New	Staff Engineer	\$ 44,941.00	\$ 45,392.41	\$ 10,709.00	120	\$11,562.64	\$67,762.05
801	10	IN	New	Traffic Manager	\$ 44,941.00	\$ 45,392.41	\$ 10,709.00	120	\$11,562.64	\$67,762.05
801	10	IN	New	Storm Water Manager	\$ 44,941.00	\$ 45,392.41	\$ 10,709.00	120	\$11,562.64	\$67,762.05
801	30		New	Engineering Intern (P/T)	\$ 24,314.00	\$ 24,557.14			\$3,633.00	\$28,190.14
702	10	IN	New	Code Enforcement Officer	\$ 35,075.00	\$ 35,425.75	\$ 10,709.00	110	\$7,412.01	\$55,546.76
714	10	IN	New	Custodian I	\$ 21,351.00	\$ 21,564.51	\$ 10,709.00	108	\$4,857.95	\$37,131.46
714	10	IN	New	Custodian I	\$ 21,351.00	\$ 21,564.51	\$ 10,709.00	108	\$4,857.95	\$37,131.46
714	10	IN	New	Maintenance Mechanic I	\$ 27,368.00	\$ 27,641.68	\$ 10,709.00	112	\$6,236.99	\$44,577.67
718	10	IN	New	Recycling Coordinator	\$ 30,984.00	\$ 31,293.84	\$ 10,709.00	114	\$7,295.43	\$49,298.27
720	10		New	Airport Attendant P/T	\$ 16,250.00	\$ 16,412.50		112	\$4,523.36	\$29,935.66
735	10	IN	New	Records Specialist	\$ 25,722.00	\$ 25,979.22	\$ 10,709.00	111	\$4,888.62	\$41,576.64
				TOTALS	\$ 826,256.00	\$ 834,518.56	\$ 257,016.00		\$210,298.41	\$1,280,414.97

Capital Outlay Requests Summary  
FY 2014 - 2015

Category of Request	Amount Requested
Vehicles	\$ 1,128,842
Equipment	2,529,020
Buildings	1,883,838
Paving	941,000
Information Technology	165,000

**Total Capital Outlay** \$ 6,647,700



### Capital Vehicle Requests

Department	Description	Quantity	Cost Per Vehicle	Total Amount
Sheriff's Office	2014 Ford F-150 Pick-Up, 4X4, 1/2 Ton Super Crew Cab	2	\$29,782	\$59,564
Sheriff's Office	2014 Chevrolet Tahoe 4X2 Utility(SUV) Pursuit Package	3	\$31,797	\$95,391
Sheriff's Office	2014 Toyota Camry LE, 4 Door 2.5L 4-Cylinder	1	\$23,390	\$23,390
Sheriff's Office	2014 Ford F-150 Pick-Up, 4X4, 1/2 Ton Super Crew Cab	1	\$29,782	\$29,782
Sheriff's Office	2014 Ford F-150 Pick-Up, 4X4, 1/2 Ton Super Crew Cab	1	\$29,782	\$29,782
Sheriff's Office	2014 Ford F-150 Pick-Up, 4X4, 1/2 Ton Super Crew Cab	1	\$29,782	\$29,782
Sheriff's Office	2014 Chevrolet Tahoe 4X2 Utility(SUV) Pursuit Package	1	\$29,745	\$29,745
Sheriff's Office	2014 Chevrolet Tahoe 4X2 Utility(SUV) Pursuit Package	1	\$31,797	\$31,797
Sheriff's Office	2014 Chevrolet Tahoe 4X2 Utility(SUV) Pursuit Package	1	\$31,797	\$31,797
Sheriff's Office	2014 Chevrolet Tahoe 4X2 Utility(SUV) Pursuit Package	1	\$31,797	\$31,797
Sheriff's Office	2014 Chevrolet Tahoe 4X2 Utility(SUV) Pursuit Package	1	\$31,797	\$31,797
Sheriff's Office	2014 Chevrolet Tahoe 4X2 Utility(SUV) Pursuit Package	1	\$31,797	\$31,797

### Capital Vehicle Requests

Department	Description	Quantity	Cost Per Vehicle	Total Amount
Sheriff's Office	2014 Chevrolet Tahoe 4X2 Utility(SUV) Pursuit Package	1	\$31,797	\$31,797
Sheriff's Office	2014 Chevrolet Tahoe 4X2 Utility(SUV) Pursuit Package	1	\$31,797	\$31,797
Sheriff's Office	2014 Chevrolet Tahoe 4X2 Utility(SUV) Pursuit Package	1	\$31,797	\$31,797
Sheriff's Office	2014 Chevrolet Tahoe 4X2 Utility(SUV) Pursuit Package	1	\$31,797	\$31,797
Coroner	2014/2015 Ford F-250 Super Cab 4X4 3/4 ton pickup truck with 8' body	1	\$31,800	\$31,800
Emergency Services	Ford F-250 4X4 Rescue Responder Vehicle	1	\$12,800	\$12,800
Detention	010-106-50870: Vehicle Capital Expenditure Inmate Transport Vehicle	1	\$31,700	\$31,700
High Falls County Park	27 Foot Equipment tilt trailer-14,000 GVWR to haul recently purchased skid steer	1	\$4,653	\$4,653
High Falls County Park	John Deere Gator Utility Vehicle	1	\$6,054	\$6,054
Assessor's Office	Vehicle		\$25,000	\$25,000
Roads and Bridges	Tahoe	1	\$35,300	\$35,300
Roads and Bridges	Single Axle Dump Truck	1	\$75,800	\$75,800
Roads and Bridges	Crewcab with utility bed (550 series)	2	\$60,800	\$121,600
Roads and Bridges	Tri-Axle	1	\$140,500	\$140,500
Facilities Maintenance	New Ford F-250 Crew Cab truck with utility bed	1	\$30,556	\$30,556



**Capital Vehicle Requests**

Department	Description	Quantity	Cost Per Vehicle	Total Amount
Facilities Maintenance	New Ford F-350 Crew Cab trucks with utility Bed and Tommy Lift	1	\$28,870	\$28,870
Total Capital Vehicle Requests				\$1,128,842

### Capital Equipment Requests

Department	Description	Amount
Coroner	Generator(36kw-45kw) for new coroner building	\$ 26,500
Communications Department	Remote Radio VOTER site for Clemson/Eastern Oconee County Coverage	\$ 70,000
Communications Department	911 Center Console Replacement	\$ 100,000
Communications Department	911 Center PC Workstation Replacement	\$ 30,000
South Cove County Park	South Cove Mower	\$ 9,000
Chocoma County Park	Mower	\$ 7,900
Department #301	Record Management-Scanning	\$ 75,000
Roads and Bridges	Milling Machine	\$ 371,000
Roads and Bridges	Road Tractor	\$ 145,800
Roads and Bridges	Grinder Head Attachment	\$ 26,500
Roads and Bridges	UT Tailgate Sand Spreader Premium Requesting 2	\$ 21,200
Roads and Bridges	AG Tractor (90 hp)	\$ 79,500
Roads and Bridges	Tilt Top Trailer	\$ 21,200
Roads and Bridges	Motor Grader	\$ 286,200
Solid Waste	Transfer Station Front End Loader	\$ 338,500



### Capital Equipment Requests

Department	Description	Amount
Solid Waste	Transfer Station Compactor	\$ 139,920
Solid Waste	Landfill Compactor	\$ 848,000
Aeronautics	Used Cargo Fork Lift	\$ 11,100
Aeronautics	New or Used Scissor Lift	\$ 21,700
Total Capital Equipment Requests		\$ 2,529,020

### Capital Buildings Requests

Department	Description	Amount
Coroner	Coroner Office Building Construction	\$ 50,000
High Falls Park	ADA Compliant Bath House	\$ 214,038
South Cove Park	Maintenance Shop	\$ 140,000
Magistrate	Construction of Westminster Magistrate Court	\$ 550,000
Roads and Bridges	Building Upgrades	\$ 17,500
Roads and Bridges	Sand Storage Area at Amt Rest	\$ 17,500
Facilities	Replace A/C & Heat Pump units	\$ 132,000



### Capital Buildings Requests

Department	Description	Amount
Facilities	Replace Bare HVAC units	\$ 72,000
Facilities	New gutters/downspouts/soffit for Ag Building	\$ 5,000
Aeronautics	New J-hangers(45ft wide doors)	\$ 885,000
<b>Total Capital Building Requests:</b>		<b>\$ 1,883,838</b>

**Paving Requests**

Department	Description	Amount
Library	Repaving of Westminster Library's Parking Lot	\$ 25,000
Airport	Hangar E Ramp Paving Completion	\$ 35,000
Aeronautics	T-hanger Ramp fill, paving with Taxiway extension	\$ 881,000
Total Paving Requests		\$ 941,000



### IT Related Requests

Department Name		Desktop	Laptop	Printer	Scanner	Copier	Cost per Item	Quantity	Total Request
Fire Department	Addition		X				1,700.00	1	\$ 1,700
Emergency Services	Replacement	X					600.00	2	\$ 1,200
Emergency Services	Replacement		X				1,500.00	3	\$ 4,500
High Falls Park	Addition				X		500.00	1	\$ 500
South Cove Park	Replacement	X					1,500.00	1	\$ 1,500
Assessor	Addition				X		480.00	2	\$ 960

### IT Related Requests

Department Name		Desktop	Laptop	Printer	Scanner	Copier	Cost per Item	Quantity	Total Request
Assessor	Replacement		X				1,700.00	1	\$ 1,700
Probate Court	Replacement	X					1,200.00	1	\$ 1,200
Magistrate	Replacement			X			2,000.00	2	\$ 4,000
Magistrate	Replacement	X					1,325.00	3	\$ 3,975
Road Department	Replacement		X				2,000.00	2	\$ 4,000



### IT Related Requests

Department Name		Desktop	Laptop	Printer	Scanner	Copier	Cost per Item	Quantity	Total Request
Road Department	Addition				X		500.00	2	\$ 1,000
Departmental Small Requests for IT Related Items									\$ 26,244

### Capital IT/Software

Department Name		Type	Amount
Probate Judge	Replacement	Software	\$ 15,000
Information Tech		4 Servers	\$ 150,000
Total Request for All Departments			\$ 165,000

# A World of Solutions

PLANNING | DESIGN | PROGRAM MANAGEMENT | FACILITY MANAGEMENT | DEVELOPMENT & FINANCE

## Oconee County Detention Center

### GMP

April 1, 2014



**CGL**  
A Hunt Company



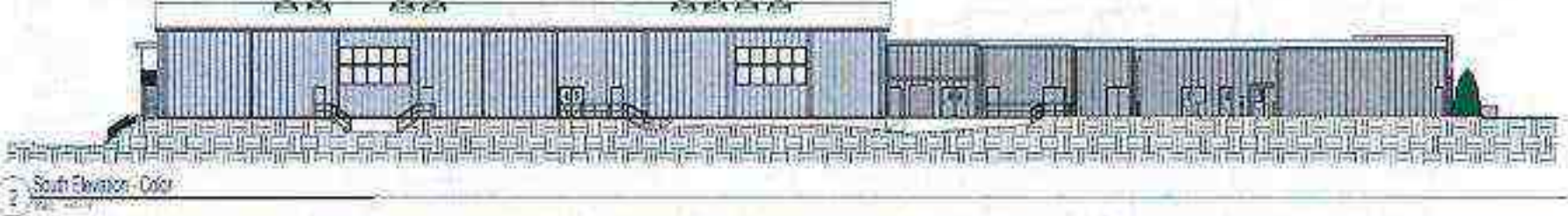
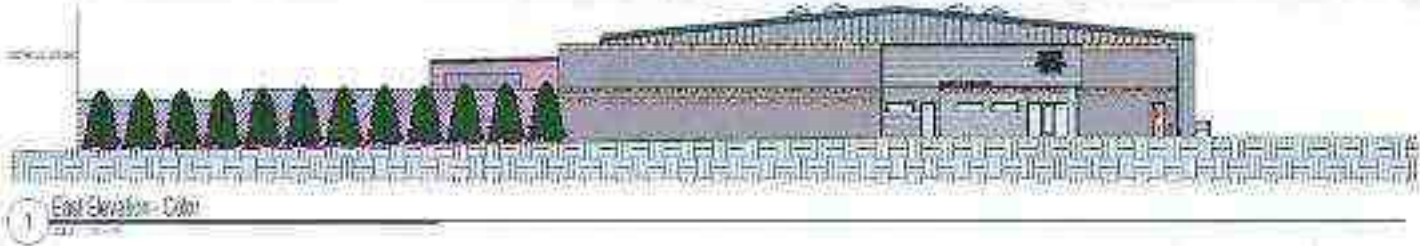
# Facility Particulars

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- 64,339 Square Feet
- 200 Bed rated capacity
- 8 Inmate housing areas allow inmate classification flexibility
- Intake, Booking, Transportation, Medical, Kitchen, Laundry, Armory, Magistrate Court and Office
- Housing capability of 244 (in emergency situations only)

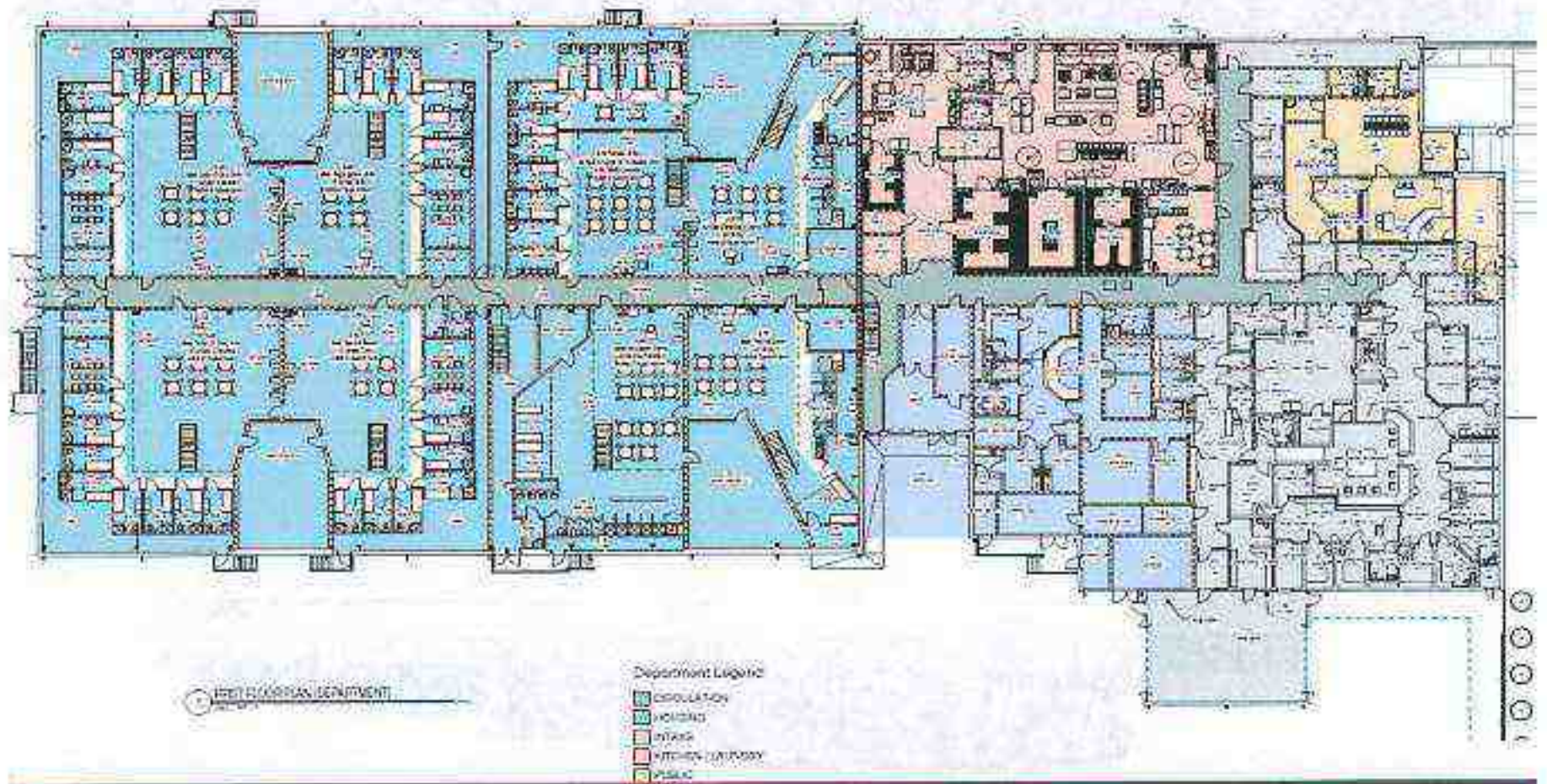


# Elevations





# Floor Plan





# Project Background

## 2011 Design

- 193 Bed Construction Estimate- **\$14,923,783**
- 288 Bed GMP Construction Estimate- **\$16,375,412**

## 2014 Design

- 200 Bed GMP Construction Estimate- **\$13,679,221**



# New South Construction- GMP Estimate

Construction GMP- \$13,679,221

Oconee County Detention Center GMP Breakdown		
Division	Name	GMP with VE Included 3/21/2014 Cost
1	General Requirements	\$ 100,000
2	Site Work	\$ 444,400
3	Concrete	\$ 661,850
4	Masonry	\$ 1,170,275
5	Metals	\$ 485,500
6	Woods & Plastics	\$ 81,372
7	Thermal / Moisture Prot.	\$ 387,478
8	Doors & Windows	\$ 16,400
9	Finishes	\$ 382,741
10	Specialties	\$ 83,577
11	Equipment	\$ 1,766,524
12	Furnishings	\$ -
13	Special Construction	\$ 680,652
14	Conveying System	\$ -
15	Mechanical	\$ 2,056,101
16	Electrical	\$ 1,219,000
17	Security Electronics & Communications	\$ 681,647
	Prefabricated Metal Detention Cells	\$ 1,586,645
	General Conditions	\$ 683,666
	Subguard, Bonds and Insurance	\$ 273,582
	Fee	\$ 468,088
	Impact Fees	\$ 35,000
	<b>Total Construction</b>	<b>\$ 12,945,332</b>
	Walhalla Business License Fees	\$ 48,045
	Precast Fees	\$ 115,000
	Lura Lane Demolition	\$ 42,844
	Design Contingency	\$ 130,000
	Construction Contingency	\$ 130,000
	Owner Contingency	\$ 270,000
	<b>GMP</b>	<b>\$ 13,679,221</b>

# Project Schedule Highlights

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- Approve/Accept GMP and Project Budget – 4/1/2014
- Building Construction Procurement Start- 4/2/2014
- Construction Design Complete – 5/15/2014
- CMAR Complete Subcontract Awards- 6/14/14
- Construction Complete- 5/1/2015



# Project Budget Comparison

Category	SCHEMATIC DESIGN ESTIMATE (Option 2)	GMP ESTIMATE WITHOUT VALUE ENGINEERING	4/1/2014 PROGRAM BUDGET
<b>Construction</b>			
CMaR	\$ 12,920,000	\$ 14,274,795	\$ 13,106,377
Abatement/ Demolition	\$ 39,490	\$ 42,844	\$ 42,844
CMaR Design Contingency	\$ 150,000	\$ 130,000	\$ 130,000
CMaR Construction Contingency	\$ 150,000	\$ 130,000	\$ 130,000
Construction Cost	\$ 13,259,490	\$ 14,827,639	\$ 13,409,221
Owner Contingency	\$ 240,000	\$ 270,000	\$ 270,000
<b>Subtotal</b>	<b>\$ 13,499,490</b>	<b>\$ 15,097,639</b>	<b>\$ 13,679,221</b>
<b>Loose Equipment &amp; Technology</b>			
FFE	\$ 60,000	\$ 60,000	\$ 46,680
FFE Contingency		\$ -	\$ 10,000
Technology	\$ 100,000	\$ 100,000	\$ 60,900
Technology Contingency		\$ -	\$ 10,000
<b>Subtotal</b>	<b>\$ 160,000</b>	<b>\$ 160,000</b>	<b>\$ 127,380</b>
<b>Fees</b>			
2011 Architectural/ Engineering Fees (75% Complete before project placed on hold)	\$ 695,429	\$ 695,428	\$ 695,429
2013 Architectural/ Engineering Fees	\$ 752,263	\$ 752,263	\$ 752,263
Testing	\$ 63,800	\$ 63,800	\$ 63,800
CGL Transition Services/ Diversion Programs	\$ 106,000	\$ 106,000	\$ 106,000
PM	\$ 624,320	\$ 672,261	\$ 628,730
<b>Subtotal</b>	<b>\$ 2,241,912</b>	<b>\$ 2,289,752</b>	<b>\$ 2,246,222</b>
<b>Property Acquisition</b>			
<b>Subtotal</b>	<b>\$ 200,245</b>	<b>\$ 200,245</b>	<b>\$ 200,245</b>
<b>Total Project</b>	<b>\$ 16,101,647</b>	<b>\$ 17,747,636</b>	<b>\$ 16,253,068</b>
<b>Project Contingencies</b>	<b>\$ 540,000</b>	<b>\$ 530,000</b>	<b>\$ 550,000</b>



# Project Budget

Category	4/1/2014 PROGRAM BUDGET
<b>Construction</b>	
CMAA	\$ 13,106,377
Abatement/ Demolition	\$ 42,844
CMAA Design Contingency	\$ 130,000
CMAA Construction Contingency	\$ 130,000
Construction Cost	\$ 13,409,221
Owner Contingency	\$ 270,000
<b>Subtotal</b>	<b>\$ 13,679,221</b>
<b>Loose Equipment &amp; Technology</b>	
FFE	\$ 46,480
FFE Contingency	\$ 10,000
Technology	\$ 60,900
Technology Contingency	\$ 10,000
<b>Subtotal</b>	<b>\$ 127,380</b>
<b>Fees</b>	
2011 Architectural/ Engineering Fees (75% Complete before project placed on hold)	\$ 695,429
2013 Architectural/ Engineering Fees	\$ 757,263
Testing	\$ 63,800
CGL Transition Services/ Diversion Programs	\$ 106,000
PM	\$ 628,730
<b>Subtotal</b>	<b>\$ 2,246,222</b>
<b>Property Acquisition</b>	
<b>Subtotal</b>	<b>\$ 200,245</b>
<b>Total Project</b>	<b>\$ 16,253,068</b>
<b>Project Contingencies</b>	<b>\$ 550,000</b>

# Next Steps

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- Authorize County Administrator to Accept GMP
- Approve Project Budget



# Closing Discussions

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PLANNING | DESIGN | PROGRAM MANAGEMENT | FACILITY MANAGEMENT | DEVELOPMENT & FINANCE







## Oconee County Detention Center Program Budget

28-Mar-14

Category	4/1/2014 PROGRAM BUDGET
<b>Construction</b>	
CMaR	\$ 13,106,377
Abatement/ Demolition	\$ 42,844
CMaR Design Contingency	\$ 130,000
CMaR Construction Contingency	\$ 130,000
Construction Cost	\$ 13,409,221
Owner Contingency	\$ 270,000
<b>Subtotal</b>	<b>\$ 13,679,221</b>
<b>Loose Equipment &amp; Technology</b>	
FFE	\$ 46,480
FFE Contingency	\$ 10,000
Technology	\$ 60,900
Technology Contingency	\$ 10,000
<b>Subtotal</b>	<b>\$ 127,380</b>
<b>Fees</b>	
2011 Architectural/ Engineering Fees (75% Complete before project placed on hold)	\$ 695,429
2013 Architectural/ Engineering Fees	\$ 752,263
Testing	\$ 63,800
CGL Transition Services/ Diversion Programs	\$ 106,000
PM	\$ 628,730
<b>Subtotal</b>	<b>\$ 2,246,222</b>
<b>Property Acquisition</b>	
<b>Subtotal</b>	<b>\$ 200,245</b>
<b>Total Project</b>	<b>\$ 16,253,068</b>
<b>Project Contingencies</b>	<b>\$ 550,000</b>



**PUBLIC HEARING  
SIGN IN SHEET  
OCONEE COUNTY COUNCIL MEETING  
DATE: April 1, 2014 6:00 p.m.**

**ORDINANCE 2014-06** "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK (PROJECT STAR) IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXES TO THE COUNTIES AND RELEVANT TAXING ENTITIES; TO PROVIDE THAT JOB TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR BUSINESSES LOCATING IN SAID PARK; TO PERMIT A USER-FEE IN LIEU OF AD VALOREM TAXATION WITHIN SAID PARK; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA RELATED TO THE CREATION OF THE PARK WITHIN THE CITY LIMITS OF THE CITY OF SENECA AND THE DISTRIBUTION OF CERTAIN FEES IN LIEU OF AD VALOREM TAXES DUE TO OCONEE COUNTY FROM THE PARK, AND THE PAYMENT BY OCONEE COUNTY TO THE CITY OF SENECA OF AN ECONOMIC DEVELOPMENT GRANT, SOLELY FOR THE USE OF THE CITY OF THE SENECA FOR SERENE HOSPITALITY, LLC; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY AND SERENE HOSPITALITY, LLC; AND OTHER MATTERS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE AUTHORIZATION OF AN INFRASTRUCTURE TAX CREDIT IN FAVOR OF SERENE HOSPITALITY, LLC."

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Everyone speaking before Council will be required to do so in a civil manner.

Council will not tolerate personal attacks on individual council members, county staff or any person or group. Racial slurs will not be permitted. Council's number one priority is to conduct business for the citizens of this county. All citizens who wish to address Council and all Boards and

Commission appointed by Council should do so in an appropriate manner.

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Waffalla, South Carolina, 29691.

**Please PRINT your name**

1.	S STEVEN M. TORRE
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STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2014-06**

AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK (SERENE HOSPITALITY, LLC) IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF *AD VALOREM* TAXES TO THE COUNTIES AND RELEVANT TAXING ENTITIES; TO PROVIDE THAT JOB TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR BUSINESSES LOCATING IN SAID PARK; TO PERMIT A USER FEE IN LIEU OF *AD VALOREM* TAXATION WITHIN SAID PARK; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA RELATED TO THE CREATION OF THE PARK WITHIN THE CITY LIMITS OF THE CITY OF SENECA AND THE DISTRIBUTION OF CERTAIN FEES IN LIEU OF *AD VALOREM* TAXES DUE TO OCONEE COUNTY FROM THE PARK, AND THE PAYMENT BY OCONEE COUNTY TO THE CITY OF SENECA OF AN ECONOMIC DEVELOPMENT GRANT, SOLELY FOR THE USE OF THE CITY OF SENECA FOR SERENE HOSPITALITY, LLC; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE FINANCING AGREEMENT BETWEEN OCONEE COUNTY AND SERENE HOSPITALITY, LLC; AND OTHER MATTERS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE AUTHORIZATION OF AN INFRASTRUCTURE TAX CREDIT IN FAVOR OF SERENE HOSPITALITY, LLC.

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of the Code of Laws of the State of South Carolina, 1976, as amended (the "Code"), including, without limitation, Titles 4 and 12, including, particularly, Chapter 44 of Title 12 of the Code (collectively, the "Act"), to offer and provide certain privileges, benefits, and incentives to prospective developers as inducements for economic development within the County; to acquire, or cause to be acquired, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any business to construct, operate, maintain and improve such projects; to enter into or allow financing agreements with respect to such projects; and, to accept any grants for such projects through which powers the industrial and business development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the



general public welfare of the County by providing services, employment, recreation, tourism or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by Article VIII, Section 13 of the South Carolina Constitution and Section 4-1-170 of the Code (the "Joint-County Industrial and Business Park Act"), to enter into agreements ("Park Agreements") with one or more contiguous counties for the creation and operation of one or more joint-county industrial and business parks; and

WHEREAS, Serene Hospitality, LLC (the "Company"), a limited liability company, duly authorized to do business in South Carolina, and, in fact, already doing business in the State, has acquired by construction or purchase or lease/purchase certain land and buildings, and by construction or purchase certain furnishings, fixtures, machinery, apparatus, and equipment, for the development of a hotel facility in the County (the "Project"), which will result in an expected total investment of Nine Million Dollars (\$9,000,000) in the County, which would be subject to this Agreement, all within the meaning of the Act, and the creation of new, full-time jobs in the County, during the period beginning with the first day that real or personal property comprising the Project was purchased or acquired and ending five (5) years after the last day of the Company's property tax year during which the Project is placed in service (the "Initial Investment Period"); and

WHEREAS, the County has determined that the Project, and recruitment of the Company to Oconee County and the City of Seneca (the "City"), would be aided by the availability of the assistance which the County and City might render through (1) the inclusion and retention of the Project and the other real and personal property of the Company located at the Project site in the County, in a joint-county industrial and business park which is either already in existence, or to be created by the County (the "Park" or the "Joint-County Park"), with the consent of the City; (2) the granting by the County to the Company of certain infrastructure credits, pursuant to Section 4-1-175 of the Code and other applicable provisions of the Act (the "Infrastructure Credits"), to partially reimburse the Company for economic development infrastructure serving the County; (3) the provision of an infrastructure grant to the City to aid in providing infrastructure for the Project; and, that the inducement will, to a great degree of certainty, result in the acquisition and construction of the Project in the County; and

WHEREAS, the County has given due consideration to the economic development impact of the Project, has found that the Project and the Park payments-in-lieu-of-taxes from the Project in the Park would be directly and substantially beneficial to the County, the taxing entities of the County, and the citizens and residents of the County, and that the Project would directly and indirectly benefit the general public welfare and serve a public purpose of the County by providing services, employment, recreation, promotion of tourism, or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County, or a charge or pledge against the full faith, general credit, or taxing power of the County; and, that the purposes to be accomplished by the Project, i.e., economic development and welfare, creation of jobs, promotion of tourism, and addition to the manufacturing footprint and tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the cost; and, has agreed to effect the issuance, execution and delivery of an Infrastructure Financing Agreement, an Intergovernmental Agreement with the City, and a Park

Agreement, pursuant to this Ordinance of the County Council, and on the terms and conditions set forth therein; and

WHEREAS, the County has previously enacted its ordinance 2012-17, on September 17, 2013, which authorized the infrastructure credits referred to herein; and

WHEREAS, the Project has now been completed, and County Council desires to make the terms of the incentives offered to the Company fit the actual investment by the Company, and otherwise to approve and ratify the incentives with the Company; ratify and approve the terms and provisions of an intergovernmental agreement and infrastructure grant with the City; approve, ratify, and affirm all acts and actions of the County previously undertaken in furtherance of the Project and as described herein; and authorize the execution and delivery of the documents described herein; and

WHEREAS, Pickens County and Oconee County, South Carolina (jointly the "Counties") are authorized under Article VIII, Section 13 of the South Carolina Constitution to jointly develop the Park within the geographical boundaries of one or more of the member counties; and

WHEREAS, in order to promote the economic welfare of the citizens of the Counties by providing employment and other benefits to the citizens of the Counties and promoting economic development in, and enhancing the tax base of the County, and the City, the County proposes to enter into an agreement with Pickens County, with the consent of the City, by Intergovernmental Agreement to develop jointly the Park (Serene Hospitality, LLC) wholly within Oconee County and the City as provided by Article VIII, Section 13 of the South Carolina Constitution and in accordance with Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended, (the "Act"), and to authorize the Park Agreement, the Intergovernmental Agreement, and the Infrastructure Financing Agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE OCONEE COUNTY COUNCIL:

Section 1. Oconee County is hereby authorized to execute and deliver a written agreement to jointly develop an industrial and business park (the "Park") with Pickens County, with the approval of any municipality within which the Park property shall lie. The Park is to be located within the boundaries of Oconee County. The form, terms, and provisions of the joint county industrial and business park agreement (the "Agreement") presented to this meeting and filed with the Clerk of the Oconee County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the County Administrator be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Agreement in the name and on behalf of the County. The Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Agreement now before this meeting. Because all or a portion of the Park property is or shall be located within the municipal limits of the City of Seneca, the City of Seneca must consent, and chooses to consent, to creation of this Park. An Intergovernmental Agreement has been created through which, among other things,

as discussed further herein, the City of Seneca consents to creation of the Park within its municipal limits, in return for the County's agreement to distribute to the City of Seneca the City's proportionate share (based on the City's proportionate share of the millage from which Park fees in lieu of taxes are calculated in the year of taxation) of the Oconee County portion of the fee in lieu of tax revenues from the Park, after payment of the 1% partner county fee to Pickens County from the overall Oconee County revenues from the Park, and after payment of any special source revenue credit or bond authorized from such revenues. The County is hereby authorized to execute and deliver the Intergovernmental Agreement with the City of Seneca. The Park is to be located within the boundaries of Oconee County and the City. The form, terms, and provisions of the Intergovernmental Agreement (the "Intergovernmental Agreement") presented to this meeting and filed with the Clerk of the Oconee County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Intergovernmental Agreement were set out in this Ordinance in its entirety. The Chairman of County Council and the County Administrator be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Intergovernmental Agreement in the name and on behalf of the County. The Intergovernmental Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not be materially adverse to the County and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Intergovernmental Agreement now before this meeting.

Section 2. The maximum tax credits allowable by South Carolina Code of Laws of 1976, Section 12-6-3360, as amended, will apply to any business enterprise locating in the Park.

Section 3. Any business or industrial enterprise locating in the Park shall pay a fee-in-lieu of *ad valorem* taxes as provided for in the Agreement, Article VIII Section 13 of the South Carolina Constitution and the Act. The user fee paid in lieu of *ad valorem* taxes shall be paid to the Oconee County Treasurer. That portion of the fees from the Park premises located in Oconee County and allocated pursuant to the Agreement to Pickens County shall be paid by the Oconee County Treasurer to the Pickens County Treasurer within thirty (30) business days following the end of the calendar quarter of receipt for distribution, in accordance with the Agreement. Payments of user fees shall be made by a business or industrial enterprise on or before the due date for taxes for a particular year. Penalties for late payment will be at the same rate and at the same times as for late tax payment. Any late payment beyond said date will accrue interest at the rate of statutory judgment interest. The Counties, acting by and through the county tax collector for Oconee County, shall maintain all liens and rights to foreclose upon liens provided for counties in the collection of *ad valorem* taxes.

Section 4. The administration, development, promotion, and operation of the Park shall be the responsibility of Oconee County. Provided, that to the extent any Park premises is owned by a private developer or entity, the developer or entity shall be responsible for development expenses as contained in the Agreement.

Section 5. In order to avoid any conflict of laws or ordinances between the Counties, Oconee County ordinances and the ordinances of the City of Seneca (once the Serene Hospitality, LLC Project is annexed into the City) will be the reference for such regulations or laws in



connection with the Park. Nothing herein shall be taken to supersede any state or federal law or regulation.

**Section 6.** Law enforcement agencies for Oconee County and the City of Seneca (once the Serene Hospitality, LLC Project is annexed into the City) will have initial jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park. Water, sewer and fire services will be provided by the entities which provide such services for the geographic location of the Park in Oconee County or the City of Seneca. EMS service will be provided by Oconee County or the City of Seneca, or both.

**Section 7.** The Intergovernmental Agreement shall also address, ratify, and affirm an economic development grant (the "Grant") made by the County to the City, to pay for a portion of the infrastructure necessary to induce Serene Hospitality, LLC to locate and build in the City and County, and to support the construction and operation of the Serene Hospitality, LLC Project, and to support the continued economic development of the City and County. Oconee County Council hereby finds and declares that economic development of the City and County is a public purpose, that the Grant will be used for economic development of the City and County, that the Grant will be used for a public purpose and, to the extent used for public infrastructure, for public use, that the City is providing city funds to induce the construction and operation of the Project, and that the Grant and the city funds are likely to cause the Project to locate in the City and County, thus adding to the tax base of both, and creating additional employment in both, all of which are public purposes of economic development. County Council hereby approves and ratifies the Grant, as set forth in greater detail in the Intergovernmental Agreement.

**Section 8.** Oconee County hereby designates that the distribution of the fee-in-lieu of *ad valorem* taxes pursuant to the Agreement and the Intergovernmental Agreement with the City of Seneca, received and retained by Oconee County for Park premises shall be as directed by Oconee County Council, including, without limitation, by and through its annual budget ordinance and the Agreement and the Intergovernmental Agreement with the City of Seneca, provided that the County may, from time to time, by ordinance, amend the distribution of the fee-in-lieu of tax payments to all taxing entities, except as otherwise regulated by law or agreement. All taxing entities levying *ad valorem* taxes or property located within the Park shall receive some distribution of *ad valorem* taxes, after distribution of the payment of the partner county fee and payment for any special source revenue bonds or credits, as provided herein and in the Intergovernmental Agreement. Zero percent (0%) of the fee-in-lieu-of-tax payments from the Park shall be paid to any taxing entity, other than those designated by Oconee County Council, herein, or in the Agreement or in the Intergovernmental Agreement, or otherwise. A portion of the fee-in-lieu of *ad valorem* taxes which Oconee County and/or the City of Seneca receives and retains pursuant to the Agreement for Park premises may be, from time to time and by ordinance of Oconee County Council, or Seneca City Council, or their successors, respectively, designated for the payment of special source revenue bonds or applied as a credit ("Special Source Revenue Credit, or SSRC") against qualifying infrastructure as provided for in Title 4, Chapters 1, 12 or 29, and Title 12, Chapter 44 of the South Carolina Code of Laws, 1976, as amended. Specifically, but without limitation, Oconee County authorizes and directs that an SSRC of up to Seven Hundred Thousand Dollars (\$700,000) be made available to the Company from payments made by the Company for the Project in the Park, all as set forth more fully in the Infrastructure Financing Agreement ("IFA") attached hereto and hereby incorporated herein by reference as fully as if set forth verbatim herein. The IFA is to be in

substantially the form attached hereto or with such changes therein as shall not be adverse to the County and as shall be approved by the officials of the County executing the same, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Intergovernmental Agreement now before this meeting. Nothing contained herein, however, shall alter the distribution pursuant to the Intergovernmental Agreement, except as and unless mutually agreed upon in writing by Oconee County and the City of Seneca.

Section 9. Should any section of this Ordinance be, for any reason, held void or invalid, it shall not affect the validity of any other section hereof which is not itself void or invalid.

Section 10. The Agreement may not be terminated except by concurrent ordinances of Pickens County Council and Oconee County Council, in accordance with the terms of the Agreement.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

OCONEE COUNTY, SOUTH CAROLINA

BY:

\_\_\_\_\_  
Joel Thrift, Council Chairman,  
Oconee County Council  
Oconee County, South Carolina

ATTEST:

BY:

\_\_\_\_\_  
Elizabeth Hulse, Clerk to Council  
Oconee County, South Carolina

First Reading:            March 4, 2014 [title only]  
Second Reading:        March 18, 2014  
Public Hearing:            April 1, 2014  
Third Reading:

(7) Public means owned, operated or maintained by a governmental entity or political subdivision of the State.

(8) Using a mobile phone or other portable electronic communication device means talking into, listening to a communication on, sending text messages with, reading text messages on the screen of, sending e-mail with, reading e-mail on the screen of, or viewing the screen of said device.

(a) A person who holds a mobile phone or other portable electronic communication device up to, or proximately near, his or her ear is presumed to be using it to talk into or listen to a communication on said device in violation of this section.

(b) A person who holds a mobile phone or other portable electronic communication device while manipulating the keyboard or screen is presumed to be using it to read or send text messages, read or send e-mails, or view the screen of said device in violation of this section.

(d) ***Penalties:***

(1) A violation of this Ordinance shall be punishable by a fine of:

(a) up to \$100 plus court costs for a first offense;

(b) up to \$200 plus court costs for a second offense occurring within one year of first offense; and

(c) up to \$300 plus court costs for a third or subsequent offense occurring within one year of a second offense.

(e) Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

(f) All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

(g) This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.



**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2014-07**

**AN ORDINANCE TO ESTABLISH THE OFFENSE, EXCEPTIONS,  
DEFINITIONS, AND PENALTIES OF DISTRACTED DRIVING IN OCONEE  
COUNTY; AND OTHER MATTERS RELATED THERETO**

**WHEREAS**, Oconee County Council (the “County Council”) has reviewed or received reports on national data indicating that texting and the use of cell phones, smart phones, and similar hand held devices create undue distractions for persons operating cars, trucks, and other vehicles on streets and highways; and

**WHEREAS**, such studies are reliably and clearly presented in the website of the United States Government at [DISTRACTION.GOV](http://DISTRACTION.GOV) and those findings are incorporated herein by reference; and

**WHEREAS**, County Council nonetheless recognizes that itemizing all types of distracted driving in Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina (the “State”), is not feasible and crafting an understandable ordinance to address all conceivable situations would undermine the opportunity to promote safe driving by addressing a substantial portion of those situations as provided here; and

**WHEREAS**, County Council finds it is in the best interest of the citizens and residents of Oconee County, and visitors to Oconee County to take action to improve the safety of our highways by permitting the use of mobile phones and other mobile communication devices by drivers of a moving vehicle only when such devices are used in a “hands free” device configuration, except as specifically authorized, herein; and

**WHEREAS**, County Council finds it necessary for the benefit of the citizens and residents of Oconee County, and visitors to Oconee County, and Oconee County law enforcement to clearly identify which activities are prohibited and which activities are permitted with regard to operating a vehicle while using a mobile hand held communication device; and

**WHEREAS**, County Council finds the clearest, most understandable, and most reasonably enforceable method of addressing the growing issue of drivers distracted by the use of mobile communication devices is to provide a bright line standard of permitting drivers of a moving vehicle to use mobile communication devices in a hands free mode only, with a very limited number of specific exceptions, only; and

**WHEREAS**, County Council finds operators of motor vehicles, motorcycles, mopeds, and bicycles, all while moving, who use mobile communication devices all pose similar dangers to the County’s citizens, residents, and visitors;

**NOW, THEREFORE**, the following ordinance pertaining to distracted driving in Oconee County, South Carolina, is hereby ordained by Oconee County Council in lawful meeting duly assembled:

## **Distracted Driving**

(a) **Offense:** No person shall operate a moving motor vehicle, motorcycle, moped, or bicycle on, or in, a public street, public highway, public parking lot, or public parking garage in the unincorporated portion of Oconee County while using a mobile phone or other portable electronic communication device.

(b) **Exceptions:** The provisions of subsection (a), above, shall not apply to the following:

(1) The operator of a motor vehicle, motorcycle, moped, or bicycle that is legally parked at the time.

(2) The operator of a motor vehicle, motorcycle, moped, or bicycle who is using a mobile phone or other portable electronic communication device that is specifically designed and configured to allow hands free use and is being used in that manner at the time.

(3) The operator of a motor vehicle, motorcycle, moped, or bicycle using a mobile phone or other portable electronic communication device specifically to report a crime or emergency situation to the appropriate authorities.

(4) The operator of a motor vehicle, motorcycle, moped, or bicycle which is legally stopped or stationary in traffic. For example, a driver at a traffic control device waiting for a signal change may use said device without being "hands free", but only while the vehicle is completely stationary.

(5) A law enforcement officer, firefighter, emergency medical services personnel, ambulance driver, or other similarly employed public safety personnel using a mobile phone or portable electronic communication device solely for emergency purposes in the performance of his or her official duties.

(c) **Definitions:**

(1) *Bicycle* shall be given its plain and ordinary meaning of a two wheeled, human propelled conveyance. Bicycle shall include said human propelled conveyances with any number of wheels, including but not limited to three wheelers.

(2) *Mobile phone* means a mobile, wireless telephone.

(3) *Motor vehicle* is defined by Title 56, Chapter 1, Article 1, §56-1-10(7) of the South Carolina Code of Laws.

(4) *Motorcycle and moped* shall be defined by Title 56, Chapter 1, Article 1, §56-1-10(8) of the South Carolina Code of Laws.

(5) *Operate* means to drive a motor vehicle, motorcycle, moped, or bicycle.

(6) *Other portable electronic communication device* means a mobile phone, cellphone, text-messaging device, personal digital assistant, computer, tablet, or any other substantially similar wireless device that is used to initiate or receive a wireless communication or data. Other portable electronic communication device does not mean a direct connect, two-way, push button activated, voice radio.

(7) *Public* means owned, operated or maintained by a governmental entity or political subdivision of the State.

(8) *Using a mobile phone or other portable electronic communication device* means talking into, listening to a communication on, sending text messages with, reading text messages on the screen of, sending e-mail with, reading e-mail on the screen of, or viewing the screen of said device.

(a) A person who holds a mobile phone or other portable electronic communication device up to, or proximately near, his or her ear is presumed to be

using it to talk into or listen to a communication on said device in violation of this section.

(b) A person who holds a mobile phone or other portable electronic communication device while manipulating the keyboard or screen is presumed to be using it to read or send text messages, read or send e-mails, or view the screen of said device in violation of this section.

**(d) Penalties:**

(1) A violation of this Ordinance shall be punishable by a fine of:

(a) up to \$100 plus court costs for a first offense;

(b) up to \$200 plus court costs for a second offense occurring within one year of first offense; and

(c) up to \$300 plus court costs for a third or subsequent offense occurring within one year of a second offense.

(e) Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

(f) All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

(g) This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

Enacted this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

OCONEE COUNTY, SOUTH CAROLINA

BY: \_\_\_\_\_

Joel Thrift, Council Chairman,  
Oconee County Council  
Oconee County, South Carolina

ATTEST:

BY: \_\_\_\_\_

Elizabeth Hulse, Clerk to Council  
Oconee County, South Carolina

First Reading: March 18, 2014

Second Reading: April 1, 2014

Third Reading: \_\_\_\_\_

Public Hearing: \_\_\_\_\_



STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**ORDINANCE 2014 -08**

**AN ORDINANCE CALLING FOR A REFERENDUM TO AUTHORIZE THE SOUTH CAROLINA DEPARTMENT OF REVENUE TO ISSUE TEMPORARY PERMITS TO ALLOW FOR THE POSSESSION, SALE, AND CONSUMPTION OF ALCOHOLIC LIQUORS BY THE DRINK TO BONA FIDE NONPROFIT ORGANIZATIONS AND BUSINESS ESTABLISHMENTS AUTHORIZED TO BE LICENSED FOR CONSUMPTION-ON-PREMISES SALES AND TO ALLOW THE SALE OF BEER AND WINE AT PERMITTED OFF-PREMISES LOCATIONS WITHOUT REGARD TO THE DAYS OR HOURS OF SALE; AND OTHER MATTERS RELATED THERETO.**

**WHEREAS**, Oconee County, South Carolina (the "County"), a body politic and corporate and a political subdivision of the State of South Carolina (the "State"), acting by and through its governing body, the Oconee County Council (the "County Council"), has previously adopted multiple ordinances for the effective, efficient governance of the County, which, subsequent to adoption, are codified in the Oconee County Code of Ordinances (the "County Code"), as amended, from time to time; and,

**WHEREAS**, certain business and nonprofit organizations within the County desire to have the ability to possess, sell, and offer for consumption alcoholic liquors by the drink on-premises and to sell beer and wine at permitted off-premises locations seven days a week, with no limitation on the days or hours upon which such beer and wine can be sold; and,

**WHEREAS**, pursuant to Section 61-6-2010(C)(4) of the Code of Laws of South Carolina, 1976, as amended (the "Code"), entitled *Temporary permits upon referendum vote*, a county or municipal governing body is authorized by ordinance to call for a referendum to be conducted at the next general election on the issue of allowing the issuance of a temporary permit to certain business and nonprofit organizations within the County to possess, sell, and offer for consumption alcoholic liquors by the drink on-premises and to sell beer and wine at permitted off-premises locations seven days a week, with no limitation on the days or hours upon which such beer and wine can be sold; and,

**WHEREAS**, pursuant to Section 61-6-2010(C)(4) of the Code, the County Council seeks to call for a referendum and have the Oconee County Election Commission conduct the referendum and place a question on the ballot at the next general election to be held on November 4, 2014 to determine if the qualified electors shall allow for the issuance of a temporary permit to certain business and nonprofit organizations within the County to possess, sell, and offer for consumption alcoholic liquors by the drink on-premises and to sell beer and wine at permitted off-premises locations seven days a week, with no limitation on the days or hours upon which such beer and wine can be sold:

**NOW, THEREFORE**, it is hereby ordained by the Oconee County Council, in meeting duly assembled that:

1. The statements of fact and policy from the preamble of this Ordinance are hereby adopted, as findings of fact, by the County Council, in their entirety, and are hereby adopted by reference, as part of the ordaining language of this Ordinance as fully as if set forth verbatim herein. It is the specific intent of the County Council to enact an ordinance that is fully authorized by the law and Constitution of the State, and is consistent with and does not violate State law.
2. Pursuant to the authority granted in Section 61-6-2010(C)(1)(b) of the Code, the County Council hereby requests that the Oconee County Election Commission place the following question, attached hereto as Exhibit A, which is hereby incorporated herein as fully as if set forth verbatim herein, on the ballot at the next general election to be held on November 4, 2014, and to cause a notice to be published in the newspaper of general circulation at least seven (7) days before the referendum. The deadline to submit the referendum question to the Oconee County Election Commission is noon on Friday August 15, 2014.
3. The County Administrator is hereby authorized and directed to take any and all actions required of the County, or that he may deem desirable in his sole discretion, to give effect to the acts of the County Council as contemplated herein.
4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.
5. All ordinances, orders, resolutions, and actions of the County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded. However, nothing contained herein, or in Exhibit A hereto, shall cancel, void, or revoke, or shall be interpreted as cancelling, voiding, or revoking in any regard any prior County acts, actions, or decisions of the County or the County Council, in any regard, except as explicitly and specifically stated herein.
6. All other terms, provisions, and parts of the County Code not amended hereby, directly or by implication, shall remain in full force and effect.
7. This Ordinance shall take effect and be in full force and effect from and after the third reading and the public hearing and enactment by the County Council in accordance with the County Code.

Ordained in meeting, duly assembled, this \_\_\_ day of \_\_\_\_\_, 2014.

**ATTEST:**

\_\_\_\_\_  
 Elizabeth Hulse,  
 Clerk to Oconee County Council

\_\_\_\_\_  
 Joel Thrift,  
 Chairman, Oconee County Council

First Reading:        March 18, 2014  
 Second Reading:     April 1, 2014  
 Public Hearing:       \_\_\_\_\_  
 Third Reading:       \_\_\_\_\_

**EXHIBIT A**  
(Referendum Question)

“Shall the South Carolina Department of Revenue be authorized to issue temporary permits in Oconee County for a period not to exceed twenty-four hours to allow the possession, sale, and consumption of alcoholic liquors by the drink to bona fide nonprofit organizations and business establishments authorized to be licensed for consumption-on-premises sales and to allow the sale of beer and wine at permitted off-premises locations without regard to the days or hours of sales?”



**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
ORDINANCE 2014-12**

**AN ORDINANCE TO AMEND THE AGREEMENT AUTHORIZED BY  
ORDINANCES NO. 2006-027, 2008-017, 2010-04, 2010-24, 2010-32, 2011-09,  
2011-15, 2011-34, 2013-06 and 2013-26 RELATING TO THE  
INDUSTRIAL/BUSINESS PARK OF OCONEE AND PICKENS  
COUNTIES SO AS TO ENLARGE THE PARK.**

**WHEREAS**, pursuant to Ordinance No. 2006-027 enacted on December 5, 2006 by Oconee County Council, Oconee County (the “County”) entered into an Agreement for Development of Joint County Industrial and Business Park dated as of January 16, 2007 with Pickens County (the “ Agreement”), which was subsequently amended by Ordinance No. 2008-17 enacted on October 21, 2008 by the County, resulting in the Agreement as amended by the First Amendment to the Agreement dated November 3, 2008; by Ordinance No. 2010-04 enacted on May 4, 2010 by the County, resulting in the Agreement as amended by the Second Amendment to the Agreement dated May 4, 2010; by Ordinance No. 2010-24 enacted on July 21, 2010 by the County, resulting in the Agreement as amended by the Third Amendment to the Agreement dated August 16, 2010; by Ordinance No. 2010-32 enacted on December 7, 2010 by the County, resulting in the Agreement as amended by the Fourth Amendment to the Agreement dated January 18, 2011; by Ordinance 2011-09 enacted on April 5, 2011 by the County, resulting in the Agreement as amended by the Fifth Amendment to the Agreement dated June 6, 2011, by Ordinance 2011-15 enacted on November 1, 2011 by the County, resulting in the Agreement as amended by the Sixth Amendment to the Agreement dated November 7, 2011; by ordinance 2011-34 enacted on February 7, 2012 by the County, resulting in the Agreement as amended by the Seventh Amendment to the Agreement dated February 7, 2012; by ordinance 2013-06 enacted on May 7, 2013 by the County, resulting in the Agreement as amended by the Eighth Amendment to the Agreement dated June 10, 2013; by ordinance 2013-26 enacted on October 15, 2013; by the County, resulting in the Agreement as amended by the Ninth Amendment to the Agreement dated November 18, 2013 (hereinafter collectively referred to as the “Park Agreement”); and

**WHEREAS**, pursuant to Section 3 of the Park Agreement, the boundaries of the park created therein (the “Park”) may be enlarged pursuant to ordinances of the respective County Councils of the County and Pickens County; and

**WHEREAS**, Oconee County is desirous of enlarging the Park by the addition of the property described on Exhibit A of the Tenth Amendment to the Agreement, attached hereto;

**NOW, THEREFORE**, be it ordained by Oconee County Council that the Park Agreement is hereby and shall be amended by the Tenth Amendment to the Agreement to include the property in Oconee County described in the schedule attached to the Tenth Amendment to the Agreement as Exhibit A (as such description may be hereafter refined), and that the Chairman of Oconee County Council is hereby authorized to execute and deliver any desired amendments to the Park Agreement necessary to accomplish the aforesated enlargement.

Section 1. The Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Tenth Amendment to the Agreement and the performance of all obligations of the County under and pursuant to the Tenth Amendment to the Park Agreement and this Ordinance.

Section 2. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

**DONE** in meeting duly assembled this \_\_\_ day of \_\_\_\_\_, 2014

**OCCONEE COUNTY, SOUTH CAROLINA**

(SEAL)

By: \_\_\_\_\_  
Joel Thrift, Chairman, County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

First Reading: April 1, 2014  
Second Reading:  
Public Hearing:  
Third Reading:

Addition to Exhibit A (Oconee County)  
Agreement for Development of Joint County  
Industrial Park dated as of January 16, 2007,  
Amended on November 3, 2008,  
Second Amended on May 4, 2010  
Third Amended on August 16, 2010  
Fourth Amended on January 18, 2011  
Fifth Amended on June 6, 2011  
Sixth Amended on November 7, 2011  
Seventh Amended on February 7, 2012  
Eighth Amended on June 10, 2013  
Ninth Amended on November 18, 2013  
Tenth Amended on \_\_\_\_\_, 2014  
Between Oconee County and Pickens County

**Tract 10**  
**Project Tau**



STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**RESOLUTION R2014-08**

A RESOLUTION ACKNOWLEDGING AND CONSENTING TO THE ACQUISITION OF AND NAME CHANGE OF COMPACT AIR PRODUCTS LLC AND COMPACT AUTOMATION PRODUCTS LLC TO ITT ENIDINE INC. IN CONNECTION WITH A FEE IN LIEU OF TAX AGREEMENT WITH OCONEE COUNTY

WHEREAS, as of June 1, 2002, the County of Oconee, South Carolina (the "County") entered into a Fee in Lieu of Tax Agreement with Compact Air Products LLC (the "Fee Agreement"); and

WHEREAS, effective April 30, 2004 Compact Air Products LLC changed their corporate name to Compact Automation Products LLC.; and

WHEREAS, effective June 1, 2009 Compact Automation Products LLC merged into ITT Enidine Inc.; and

WHEREAS, ITT Enidine Inc. has asked that the County acknowledge all of the foregoing, and consent to and ratify the Fee Agreement being deemed valid and continuing in full force and effect under the name of ITT Enidine Inc. as the corporate successor to Compact Automation Products LLC (formerly known as Compact Air Products LLC), as fully as if originally executed in its name:

NOW, THEREFORE, BE IT RESOLVED, by the County Council, in meeting duly assembled, that the County hereby ratifies and consents to the acquisition of Compact Automation Products LLC (formerly known as Compact Air Products LLC) by ITT Enidine Inc., the consequential change of corporate name, accordingly, and the Fee Agreement and all other documents related thereto being deemed to be in the name of and running fully to the benefit of ITT Enidine Inc.

Should any part, term, or provision of this Resolution be determined, by a court of competent jurisdiction; to be unlawful or otherwise unenforceable, such determination shall have no effect on the remainder hereof, all of which is hereby deemed separable.

This Resolution shall take effect immediately on enactment, with retroactive recognition and ratification of the events described herein, respectively.

Done in meeting duly assembled this 1st day of April, 2014

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joel Thrift, Chairman of County Council,  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

**STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
RESOLUTION R2014-09**

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INDUCEMENT AGREEMENT BY AND BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND PROJECT TAU, WHEREBY, UNDER CERTAIN CONDITIONS, OCONEE COUNTY WILL EXECUTE A FEE IN LIEU OF TAX AGREEMENT FOR A PROJECT INVOLVING NOT LESS THAN TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000) INVESTMENT

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council") is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of Code of Laws of South Carolina, 1976, as amended ( the "Act"), to acquire, or cause to be acquired, properties and to enter into agreements with any industry to construct, operate, maintain and improve such property and to enter into or allow financing agreements with respect to such properties through which powers the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State of South Carolina and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, Project Tau, (the "Company"), has requested the County to participate in executing an Inducement and Millage Rate Agreement and a Fee in Lieu of Tax Agreement (the "Fee Agreement") (Project Tau) pursuant to the Act for the purpose of authorizing and of acquiring by purchase, lease or construction certain land, building(s), machinery, apparati, and equipment, for the purpose of manufacturing custom plastic, metal and ceramic injection molding products (the "Project"), all as more fully set forth in the Inducement and Millage Rate Agreement (the "Inducement Agreement") attached hereto; and

WHEREAS, the Company has requested the County to further assist it through the inclusion of the Project within a multi-county industrial/business park pursuant to Section 4-1-170 of the Act; and

WHEREAS, the County is authorized by the Act to execute such agreements, as defined in the Act, with respect to such Project; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not

otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subserve the purposes of the Act.

NOW, THEREFORE, BE IT RESOLVED, by the County Council as follows:

Section 1. Pursuant to the authority of the Act and for the purpose of authorizing the Fee Agreement (as described in the Act) for the Project, there is hereby authorized to be executed an Inducement and Millage Rate Agreement between the County and the Company pertaining to the Project involving investment in the County of not less than \$2,500,000 in qualifying fee in lieu of tax investment by the end of the fifth (5<sup>th</sup>) year after the year of execution of the Fee Agreement.

Section 2. The provisions, terms and conditions of the Fee Agreement by and between the County and the Company shall be prescribed by subsequent ordinance of the County Council.

Section 3. The Chairman of County Council is hereby authorized and directed to execute the Inducement Agreement attached hereto in the name of and on behalf of the County, in substantially the form attached, or with such changes or additions as shall not materially prejudice the County, upon the advice of the county attorney, and the Clerk of the County Council is hereby authorized and directed to attest the same; and the Chairman of County Council is hereby further authorized and directed to deliver said executed Inducement Agreement to the Company.

Section 4. Prior to the execution of the Fee Agreement, the County Council will comply with the provisions of the Home Rule Act regarding the procedural requirements for adopting ordinances and resolutions.

Section 5. All orders, resolutions, and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed. This Resolution shall take effect and be in full force from and after its passage by the County Council.

Section 6. It is the intention of the County Council that this Resolution shall constitute an official action on the part of the County relating to the inducement of the Project.



Done in meeting duly assembled this 1st day of April 2014.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joel Thrift, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

**INDUCEMENT AGREEMENT  
AND MILLAGE RATE AGREEMENT**

THIS INDUCEMENT AND MILLAGE RATE AGREEMENT (the "Agreement") made and entered into by and between Oconee County, South Carolina, a body politic and corporate and a political subdivision of the State of South Carolina (the "County") and Project Tau (the "Company"), a corporation duly incorporated under the laws of State of Minnesota.

WITNESSETH:

ARTICLE I

RECITATION OF FACTS

Section 1.1. As a means of setting forth the matters of mutual inducement which have resulted in the making and entering into of this Agreement, the following statements of fact are herewith recited:

(a) The County is authorized and empowered by the provisions of Title 12, Chapter 44 Code of Laws of South Carolina, 1976, as amended (the "Act") to acquire, enlarge, improve, expand, equip, furnish, own, lease, and dispose of properties through which the industrial development of the State of South Carolina will be promoted and trade developed by inducing new industries to locate in the State and by encouraging industries now located in the State to expand their investments and thus utilize and employ manpower and other resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally.

(b) The Company is considering the acquisition by construction, purchase or lease of facilities and machinery and equipment to be used for the purpose of manufacturing custom plastic, metal and ceramic injection molding products (the "Project") in the County. The Project will involve an investment of at least Two Million Five Hundred Thousand Dollars (\$2,500,000) in new, taxable (fee in lieu of tax) investment within the meaning of the Act, occurring by the end of the fifth (5<sup>th</sup>) year following the year of execution of the Fee Agreement (herein below defined) and a fee in lieu of tax agreement pursuant to the Act, by and between the Company and the County (the "Fee Agreement").

(c) The Company has requested the County to assist it through the incentive of a payment in lieu of ad valorem taxes as authorized by Section 12-44-10 et seq. of the Act.

(d) The Company has requested the County to further assist it through the inclusion of the Project (and undeveloped real property) within a multi-county industrial/business park pursuant to Section 4-1-170 of the Code of Laws of South Carolina, 1976, as amended (the "Park").

(e) The County has given due consideration to the economic development impact of the Project, has found that the Project and the payments in lieu of ad valorem taxes set forth herein are beneficial to the Project and that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes and that the inducement of the location or expansion of the Project within the County and State is of paramount importance and that the benefits of the Project will be greater than the costs; and, has agreed to effect the issuance and delivery of this Agreement, pursuant to the Act, and on the terms and conditions hereafter set forth.

## ARTICLE II

### UNDERTAKINGS ON THE PART OF THE COUNTY

The County agrees as follows:

Section 2.1. The Project will be constructed or installed by the Company on the sites now owned or hereafter acquired by the Company in the County and will involve a capital expenditure of not less than \$2,500,000 in new, taxable property occurring by the end of the fifth (5<sup>th</sup>) year following the year of execution of the Fee Agreement. The Fee Agreement will contain suitable provisions for acquisition and construction of the project by the Company.

Section 2.2. The Fee Agreement will be executed at such time and upon acceptable terms to the County, as the Company shall request subject to Section 4.2 herein.

Section 2.3. The terms and provisions of the Fee Agreement by and between the County and the Company shall be substantially in the form generally utilized in connection with the Act as agreed upon by the County and the Company. Such Fee Agreement shall contain, in substance, the following provisions:

(a) The term of the Fee Agreement will coincide with the maximum term of the negotiated fee pursuant to the Act, at the time of execution of the Fee Agreement. Thus, the Company shall be allowed and required to invest under and pursuant to the Fee Agreement not less than \$2,500,000 in qualifying fee in lieu of tax investment in the Project by the end of the fifth (5<sup>th</sup>) year after the year of execution of the Fee Agreement with such investment being maintained in accordance with the Act.

(b) The Company will maintain the Project and will (i) keep the Project insured against loss or damage or perils generally insured against by industries or businesses similar to the Company and will carry public liability insurance



covering personal injury, death or property damage with respect to the Project; or (ii) self-insure with respect to such risks in the same manner as it does with respect to similar property owned by the Company; or (iii) maintain a combination of insurance coverage and self-insurance as to such risks.

(c) The Fee Agreement shall provide that, in the performance of the agreements contained therein on the part of the County, any obligations the County may incur for the payment of money shall not create a pecuniary liability of the County nor create a general obligation on its part or by the State of South Carolina or any incorporated municipality, but shall be payable solely from the payments received under such Fee Agreement and, under certain circumstances, insurance proceeds and condemnation awards.

(d) The Fee Agreement shall contain agreements providing for the indemnification of the County and the individual officers, agents and employees thereof for all expenses incurred by them and for any claim of loss suffered or damaged to property or any injury or death of any person occurring in connection with the planning, design, approval, acquisition, construction and carrying out of the Project.

(e) The Fee Agreement shall contain a provision requiring the Company to make payments in lieu of taxes. Pursuant to the Act, such payments shall continue for a period of up to thirty (30) years from the date of the Fee Agreement and each of the annual capital investments made under the Fee Agreement for the first five years, not counting the initial year of the Fee Agreement, and any amendments or supplements to the Fee Agreement to the extent permitted by law and authorized by the County, herein. The amounts of such payments shall be determined by using an assessment ratio of 6%, a fixed millage rate based on the cumulative, combined June 30, 2013 millage rate for the Project site (which the parties understand to be 213.0 mils), and the fair market value for the Project property (which value is not subject to reassessment as provided in the Act) as determined by using original cost for any real property and original cost less allowable depreciation for any personal property in accordance with Title 12, Chapter 37, Code of Laws of South Carolina 1976, as amended.

(f) The County and the Company agree, in accordance with the Act, that the Company may dispose of property subject to fee payments, as set forth in this Section.

(1) When the Company disposes of property subject to the fee, the fee payment must be reduced by the amount of the fee payment applicable to that property, subject to an absolute requirement to invest not less than \$2,500,000 in qualifying fee in lieu of tax investment in the Project, with such investment occurring by the end of the fifth (5<sup>th</sup>) year after the year of execution of the Fee Agreement and being maintained in accordance with the Act.

(2) Property shall be considered disposed of for purposes of this Section only when it is scrapped or sold in accordance with the Fee Agreement.

(3) The Company will be allowed to replace personal property subject to the Fee Agreement to the full extent provided by law.

(g) The County will enter into a Park agreement with a contiguous county and will include the Project, and undeveloped land of the Company in such Park.

Section 2.4. Upon the request of the Company, the County will permit the planning, design, acquisition, construction and carrying out of the Project to commence prior to the execution and delivery of the Fee Agreement. Contracts for construction and for purchase of machinery, equipment and related real and personal property deemed necessary under the Fee Agreement may be let by the Company.

Section 2.5. Oconee County Council agrees that this Agreement constitutes a Millage Rate Agreement, within the meaning of the Act, providing the Company with the cumulative, combined millage rate legally levied and applicable to the Project site on June 30, 2013, which millage rate shall be fixed as to all property subject to the Fee Agreement for the duration of the Fee Agreement.

### ARTICLE III

#### UNDERTAKINGS ON THE PART OF THE COMPANY

Section 3.1. Prior to execution of the Fee Agreement and subsequent to this Agreement, the Company may advance any acquisition or construction funds required in connection with the planning, design, acquisition, construction and carrying out of the Project including any infrastructure and be entitled to subject the constructed or acquired property to the Fee Agreement, to the extent permitted by law.

Section 3.2. The County will have no obligation to assist the Company in finding a bank and the Company may endeavor to finance the Project to the extent required to finance the cost of the acquisition and installation of the Project and the costs of the fee in lieu of tax transaction.

Section 3.3. If the Project proceeds as contemplated, the Company further agrees as follows:

(a) To obligate itself to make the payments required by the Act including, but not limited to, payments in lieu of taxes at rates calculated in accordance with Section 2.3 (e) hereof;

(b) To indemnify, defend, and hold the County harmless from all pecuniary liability and to reimburse it for all expenses to which it might be put in the fulfillment of its obligations under this Agreement and in its negotiation and execution and in the implementation of its terms and provisions;

(c) To perform such further acts and adopt such further proceedings as may be required to faithfully implement its undertakings and consummate the proposed financing;

(d) To apply for, and use its best efforts to obtain, all permits, licenses, authorizations and approvals required by all governmental authorities in connection with the acquisition, construction, operation and use of the Project;

(e) To indemnify, defend and hold the County and the individual directors, officers, agents and employees thereof harmless against any claim or loss or damage to property or any injury or death of any person or persons occurring in connection with the planning, design, approval, acquisition, construction, leasing and carrying out of the Project. The Company also agrees to reimburse or otherwise pay, on behalf of the County, any and all expenses not hereinbefore mentioned incurred by the County in connection with the Project, including the County's attorney fees. This indemnity shall be superseded by a similar indemnity in the Fee Agreement;

(f) To invest not less than Two Million Five Hundred Thousand Dollars (\$2,500,000) in new taxable investment in the Project by the end of the fifth (5<sup>th</sup>) year following the end of the year in which the Fee Agreement is executed and maintain such investment in accordance with the Act, or lose the benefits of this Agreement in accordance with the Act for failure to do so.

## ARTICLE IV

### GENERAL PROVISIONS

Section 4.1. All commitments of the County under Article II hereof are subject to all of the provisions of the Act and the Home Rule Act, including, without limitation, the condition that nothing contained in this Agreement shall constitute or give rise to a pecuniary liability of the County or any incorporated municipality or a charge against the general credit or taxing powers of either.

Section 4.2. All commitments of the County and the Company hereunder are mutually dependent, each on the other, and are subject to the condition that the County and the Company agree on mutually acceptable terms and conditions of all documents, the execution and delivery of which are contemplated by the provisions hereof.

**Section 4.3.** If for any reason this Agreement is not executed and delivered by the Company on or before December 31, 2014 the provisions of this Agreement shall be cancelled and neither party shall have any rights against the other and no third parties shall have any rights against either party except:

(a) The Company will pay the County for all expenses which have been authorized by the Company and incurred by the County in connection with the planning, design, acquisition, construction and carrying out of the Project and for all expenses incurred by the County in connection with the authorization and approval of the Fee Agreement or this Agreement;

(b) The Company will pay the out-of-pocket expenses of officers, agents and employees of the County and counsel for the County incurred in connection with the Project and the preparation and execution of this Agreement and the Fee Agreement, and will pay fees for legal services related to the Project and the negotiation, authorization, and execution of the Fee Agreement and this Agreement.

**Section 4.4.** The parties understand that the Company may choose not to proceed with the Project, in which event this Agreement shall be cancelled and, subject to parties' obligations described in Section 4.3, neither party shall have any further rights against the other, and no third party shall have any rights against either party.

**Section 4.5.** To the maximum extent allowable under the Act, the Company may, with the prior consent of the County, which consent will not unreasonably be withheld, assign (including, without limitation, absolute, collateral, and other Assignments) all or a part of its rights and/or obligations under this Inducement Agreement, the Fee Agreement, or any other Agreement related hereto or thereto, to one or more other entities which are "Related Parties" within the meaning of the Internal Revenue Code without adversely affecting the benefits to the Company or its Assignees pursuant to any such Agreement or the Act.



IN WITNESS WHEREOF, the parties hereto, each after due authorization, have executed this Inducement Agreement on the respective dates indicated below.

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joel Thrift, Chairman of County Council  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

Dated: April 1, 2014

**PROJECT TAU**

**By:** \_\_\_\_\_

**Its:** \_\_\_\_\_

**Date:** \_\_\_\_\_

*[Faint, illegible text]*

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STATE OF SOUTH CAROLINA  
OCONEE COUNTY  
**RESOLUTION R2014-10**

A RESOLUTION ACKNOWLEDGING AND CONSENTING TO THE ACQUISITION OF AND NAME CHANGE OF AID COMPANY LLC TO RBC AEROSTRUCTURES LLC IN CONNECTION WITH A FEE IN LIEU OF TAX AGREEMENT WITH OCONEE COUNTY

WHEREAS, as of August 1, 2013, the County of Oconee, South Carolina (the "County") entered into a Fee in Lieu of Tax Agreement with AID Company LLC (the "Fee Agreement"); and

WHEREAS, effective February 24, 2014 AID Company LLC changed its corporate name to RBC Aerostructures LLC.; and

WHEREAS, RBC Aerostructures LLC has asked that the County acknowledge all of the foregoing, and consent to and ratify the Fee Agreement being deemed valid and continuing in full force and effect under the name of RBC Aerostructures LLC as the corporate successor to AID Company LLC, as fully as if originally executed in its name:

NOW, THEREFORE, BE IT RESOLVED, by the County Council, in meeting duly assembled, that the County hereby ratifies and consents to the change of corporate name of AID Company LLC to RBC Aerostructures LLC, and the Fee Agreement and all other documents related thereto are deemed to be in the name of and running fully to the benefit of RBC Aerostructures LLC.

Should any part, term, or provision of this Resolution be determined, by a court of competent jurisdiction; to be unlawful or otherwise unenforceable, such determination shall have no effect on the remainder hereof, all of which is hereby deemed separable.

This Resolution shall take effect immediately on enactment, with retroactive recognition and ratification of the events described herein, respectively.

Done in meeting duly assembled this 1st day of April, 2014

OCONEE COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Joel Thrift, Chairman of County Council,  
Oconee County, South Carolina

ATTEST:

By: \_\_\_\_\_  
Elizabeth G. Hulse, Clerk to County Council  
Oconee County, South Carolina

# PROCUREMENT - AGENDA ITEM SUMMARY

## OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 1, 2014

### ITEM TITLE:

Title: Detention Center Guaranteed Maximum Price and Project Budget Approval

Department: Sheriff

### FINANCIAL IMPACT:



Procurement was approved by Council in Fiscal Year 13-14 budget process.  
Finance Approval: \_\_\_\_\_

### BACKGROUND DESCRIPTION:

New South Construction (CMaR) of Atlanta, GA, was selected as the Construction Manager at Risk for this project through the two step RFQ/RFP selection process. Wakefield Beasley & Associates was also selected as the Architect for this project through a similar RFQ/RFP process. Both of these awards were originally approved at the March 1, 2011 Council meeting. Carter Goble Lee was retained to provide project oversight and management, also through a previous RFP. Council approved the CMaR Construction GMP in the amount of \$16,373,743 on September 6, 2011. This project was placed on hold for approximately two years due to zoning issues. Design meetings restarted in October of 2013 with these same awarded vendors. At the December 17, 2013 Council meeting, Council approved moving forward with Option 2 of the Preliminary Design Phase of the construction of the new Oconee County Detention Center. Design Development is complete and New South Construction has reached a Guaranteed Maximum Price for the project, which is less than the amount previously approved. Based on Council approval, construction is scheduled to start April 2, 2014.

### ATTACHMENT(S):

TO BE HANDED OUT AT MEETING: New South Construction Guaranteed Maximum Price Documentation, Detention Center Project Budget, and Project Presentation with design graphics

### STAFF RECOMMENDATION:

It is the staff's recommendation that Council approve the Detention Center Project budget and CMaR Guaranteed Maximum Price, to begin Construction on April 1, 2014.

Submitted or Prepared By: \_\_\_\_\_  
Robyn Courtright, Procurement Director

Approved for Submittal to Council: \_\_\_\_\_  
T. Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*



# A World of Solutions

PLANNING | DESIGN | PROGRAM MANAGEMENT | FACILITY MANAGEMENT | DEVELOPMENT & FINANCE

## Oconee County Detention Center

### GMP

April 1, 2014



**CGL**  
A Hunt Company

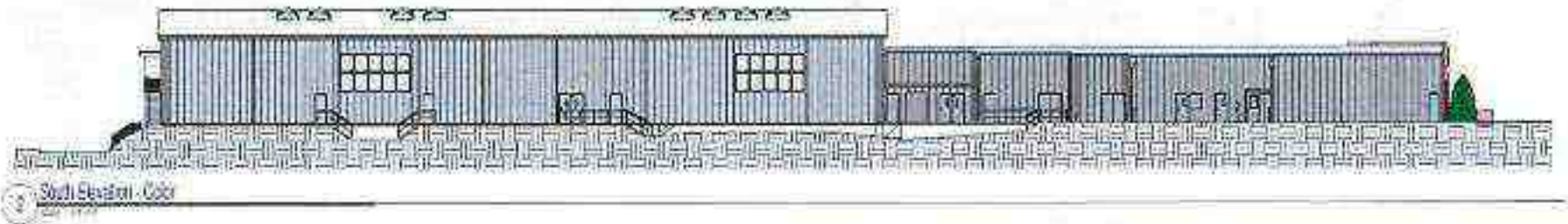
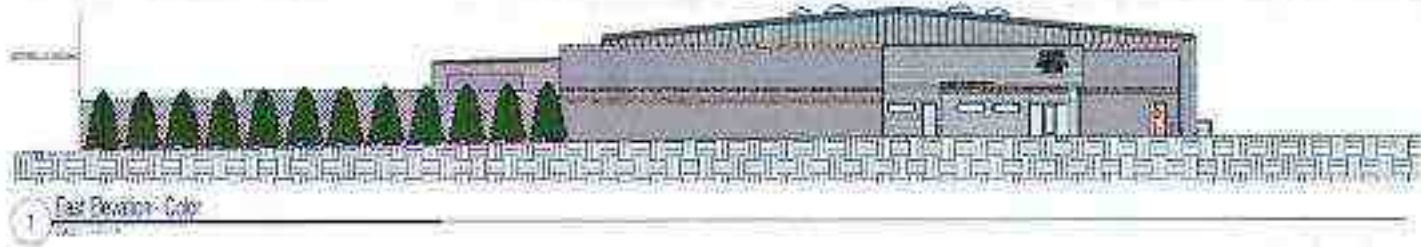
# Facility Particulars

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- 64,339 Square Feet
- 200 Bed rated capacity
- 8 Inmate housing areas allow inmate classification flexibility
- Intake, Booking, Transportation, Medical, Kitchen, Laundry, Armory, Magistrate Court and Office
- Housing capability of 244 (in emergency situations only)

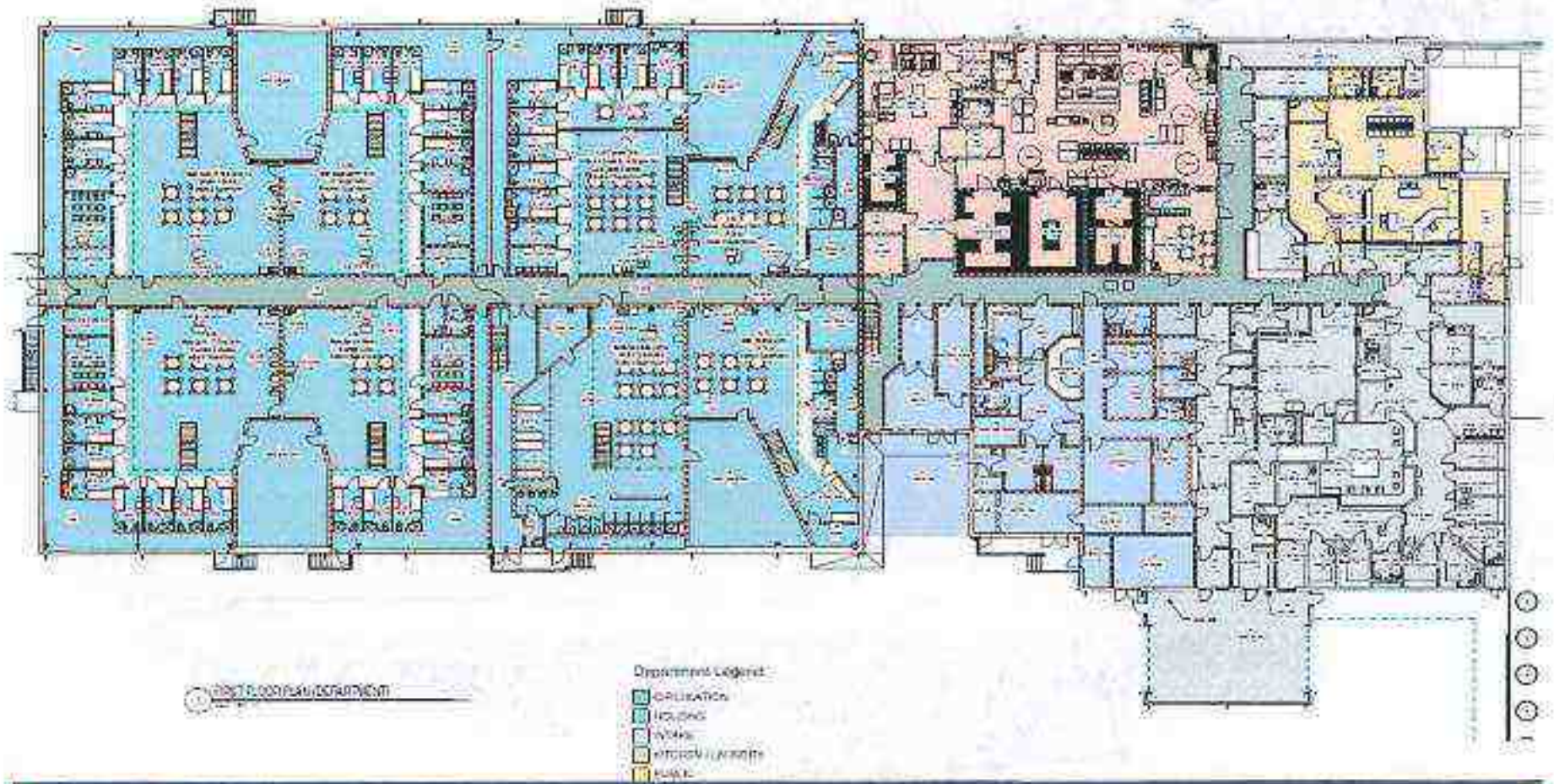


# Elevations





# Floor Plan





# Project Background

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## 2011 Design

- 193 Bed Construction Estimate- **\$14,923,783**
- 288 Bed GMP Construction Estimate- **\$16,375,412**

## 2014 Design

- 200 Bed GMP Construction Estimate- **\$13,679,221**

# New South Construction- GMP Estimate

Construction GMP- \$13,679,221

## Oconee County Detention Center GMP Breakdown

Division	Name	GMP with VE Included 3/21/2014 Cost
1	General Requirements	\$ 100,000
2	Site Work	\$ 444,180
3	Concrete	\$ 661,660
4	Masonry	\$ 1,170,275
5	Metals	\$ 465,500
6	Woods & Plastics	\$ 81,372
7	Thermal / Moisture Prot.	\$ 387,176
8	Doors & Windows	\$ 16,400
9	Finishes	\$ 382,741
10	Specialties	\$ 83,577
11	Equipment	\$ 1,768,524
12	Furnishings	\$ -
13	Special Construction	\$ 580,552
14	Conveying System	\$ -
15	Mechanical	\$ 2,056,158
16	Electrical	\$ 1,219,000
17	Security Electronics & Communications	\$ 581,547
	Prefabricated Metal Detention Cells	\$ 1,596,545
	General Conditions	\$ 583,038
	Subguard, Bonds and Insurance	\$ 273,582
	Fee	\$ 450,085
	Impact Fees	\$ 30,000
	<b>Total Construction</b>	<b>\$ 12,545,332</b>
	Walhalla Business License Fees	\$ 46,045
	Precon Fees	\$ 115,000
	Lura Lane Demolition	\$ 42,844
	Design Contingency	\$ 130,000
	Construction Contingency	\$ 130,000
	Owner Contingency	\$ 270,000
	<b>GMP</b>	<b>\$ 13,679,221</b>

# Project Schedule Highlights

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- Approve/Accept GMP and Project Budget – 4/1/2014
- Building Construction Procurement Start- 4/2/2014
- Construction Design Complete – 5/15/2014
- CMAR Complete Subcontract Awards- 6/14/14
- Construction Complete- 5/1/2015



# Project Budget Comparison

Category	SCHEMATIC DESIGN ESTIMATE (Option 2)	GMP ESTIMATE WITHOUT VALUE ENGINEERING	4/1/2014 PROGRAM BUDGET
<b>Construction</b>			
CMaR	\$ 12,920,000	\$ 14,274,795	\$ 13,106,377
Abatement/ Demolition	\$ 39,490	\$ 42,844	\$ 42,844
CMaR Design Contingency	\$ 150,000	\$ 130,000	\$ 130,000
CMaR Construction Contingency	\$ 150,000	\$ 130,000	\$ 130,000
Construction Cost	\$ 13,259,490	\$ 14,827,639	\$ 13,409,221
Owner Contingency	\$ 240,000	\$ 270,000	\$ 270,000
<b>Subtotal</b>	<b>\$ 13,499,490</b>	<b>\$ 15,097,639</b>	<b>\$ 13,679,221</b>
<b>Loose Equipment &amp; Technology</b>			
FFE	\$ 60,000	\$ 60,000	\$ 46,480
FFE Contingency		\$ -	\$ 10,000
Technology	\$ 100,000	\$ 100,000	\$ 60,900
Technology Contingency		\$ -	\$ 10,000
<b>Subtotal</b>	<b>\$ 160,000</b>	<b>\$ 160,000</b>	<b>\$ 127,380</b>
<b>Fees</b>			
2011 Architectural/ Engineering Fees (75% Complete before project placed on hold)	\$ 695,429	\$ 695,428	\$ 695,429
2013 Architectural/ Engineering Fees	\$ 752,363	\$ 752,263	\$ 752,263
Testing	\$ 63,800	\$ 63,800	\$ 63,800
CGL Transition Services/ Diversion Programs	\$ 105,000	\$ 105,000	\$ 105,000
PM	\$ 624,320	\$ 672,261	\$ 628,730
<b>Subtotal</b>	<b>\$ 2,241,912</b>	<b>\$ 2,289,752</b>	<b>\$ 2,246,222</b>
<b>Property Acquisition</b>			
<b>Subtotal</b>	<b>\$ 200,245</b>	<b>\$ 200,245</b>	<b>\$ 200,245</b>
<b>Total Project</b>	<b>\$ 16,101,647</b>	<b>\$ 17,747,636</b>	<b>\$ 16,253,068</b>
<b>Project Contingencies</b>	<b>\$ 540,000</b>	<b>\$ 530,000</b>	<b>\$ 550,000</b>



# Project Budget

Category	4/1/2014 PROGRAM BUDGET
<b>Construction</b>	
CMaR	\$ 13,106,377
Abatement/ Demolition	\$ 42,844
CMaR Design Contingency	\$ 130,000
CMaR Construction Contingency	\$ 130,000
Construction Cost	\$ 13,409,221
Owner Contingency	\$ 270,000
<b>Subtotal</b>	<b>\$ 13,679,221</b>
<b>Loose-Equipment &amp; Technology</b>	
FFE	\$ 46,480
FFE Contingency	\$ 10,000
Technology	\$ 60,900
Technology Contingency	\$ 10,000
<b>Subtotal</b>	<b>\$ 127,380</b>
<b>Fees:</b>	
2011 Architectural/ Engineering Fees (75% Complete before project placed on hold)	\$ 695,429
2013 Architectural/ Engineering Fees	\$ 752,263
Testing	\$ 63,800
CGL Transition Services/ Diversion Programs	\$ 106,000
PM	\$ 628,730
<b>Subtotal</b>	<b>\$ 2,246,222</b>
<b>Property Acquisition</b>	
<b>Subtotal</b>	<b>\$ 200,245</b>
<b>Total Project</b>	<b>\$ 16,253,068</b>
<b>Project Contingencies</b>	<b>\$ 550,000</b>

# Next Steps

---

- Authorize County Administrator to Accept GMP
- Approve Project Budget

# Closing Discussions

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## Oconee County Detention Center Program Budget

28-Mar-14

Category	4/1/2014 PROGRAM BUDGET
<b>Construction</b>	
CMAr	\$ 13,106,377
Abatement/ Demolition	\$ 42,844
CMAr Design Contingency	\$ 130,000
CMAr Construction Contingency	\$ 130,000
Construction Cost	\$ 13,409,221
Owner Contingency	\$ 270,000
<b>Subtotal</b>	<b>\$ 13,679,221</b>
<b>Loose Equipment &amp; Technology</b>	
FFE	\$ 46,480
FFE Contingency	\$ 10,000
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<b>Total Project</b>	<b>\$ 16,253,068</b>
<b>Project Contingencies</b>	<b>\$ 550,000</b>



# PROCUREMENT - AGENDA ITEM SUMMARY

## OCONEE COUNTY, SC

COUNCIL MEETING DATE: April 1, 2014

### ITEM TITLE:

Procurement #: **ITB 13-09 Wastewater System Improvements to Serve the Golden Corner Commerce Park –  
New 1,800 GPM Pump Station**

Dept: **Economic Development**

Amount: **\$2,304,500.00**

### FINANCIAL IMPACT:

CONTINGENCY FUNDING: Amount/Percent: 10% or \$209,500.00  
Finance Approval: \_\_\_\_\_

### BACKGROUND DESCRIPTION:

This bid consists of furnishing all materials, equipment and labor necessary to construct the Wastewater System Improvements to Serve the Golden Corner Commerce Park – 1,800 GPM Pump Station and approximately 1,192 LF of 10” and 12” Force main, to connect the pump station to the Force main currently being constructed along Hwy 59 at the entrance to the commerce park. The pump station includes the pumps specified by the City of Seneca and a generator. On March 18, 2014, formal sealed bids were opened for this project. This bid was originally sent to 77 bidders and there were 17 plan holders. Four firms submitted bids, with The Harper Corporation of Greenville, SC, submitting the lowest bid of \$2,095,000.00.

### ATTACHMENT(S):

1. Bid Tab
2. Recommendation letter from URS Corporation, Project Engineers

### STAFF RECOMMENDATION:

It is the staff's recommendation that Council (1) approve the award of ITB 13-09 to The Harper Corporation of Greenville, SC, for the Wastewater System Improvements to Serve the Golden Corner Commerce Park – 1,800 GPM Pump Station, in the amount of \$2,095,000.00, and a contingency amount of 10% for any change orders that may arise, for a total award amount of \$2,304,500.00.

(2) Authorize the County Administrator to approve any change orders that are within the contingency amount.

Submitted or Prepared By: \_\_\_\_\_  
Robyn Courtright, Procurement Director

Approved for Submittal to Council: \_\_\_\_\_  
T. Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

Bidders				Haren Construction		The Harper Corporation		Greenstone Construction, LLC		McClam & Associates	
Address				Etawah, TN		Greenville, SC		Seneca, SC		Little Mountain, SC	
Item #	Approx Qty	Unit of Measure	Description	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	1,992	LF	10" DIP Force Main	\$58.75	\$117,030.00	\$91.00	\$181,272.00	\$51.00	\$101,592.00	\$71.50	\$142,428.00
2	1,992	LF	12" DIP Force Main	\$67.50	\$134,400.00	\$99.00	\$197,408.00	\$58.00	\$115,636.00	\$79.00	\$157,368.00
3	1.10	TONS	Fittings	\$9,300.00	\$10,230.00	\$28,000.00	\$28,600.00	\$27,028.00	\$29,728.60	\$33,588.00	\$36,910.50
4	1	EA	Air Release Valve (2) w/ 6" Diameter Manhole & Valve Marker	\$19,075.00	\$19,075.00	\$16,775.00	\$16,775.00	\$19,588.00	\$19,588.00	\$26,985.00	\$26,985.00
5	1	EA	Tie-in to 10" Force Main	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$2,621.00	\$2,621.00	\$2,000.00	\$2,000.00
6	1	EA	Tie-in to 12" Force Main	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00	\$3,195.00	\$3,195.00	\$2,200.00	\$2,200.00
7	245	LF	Sill Fence	\$3.00	\$735.00	\$4.00	\$980.00	\$4.00	\$980.00	\$4.40	\$1,078.00
8	1	EA	Inlet Protection (Type A)	\$250.00	\$250.00	\$500.00	\$500.00	\$524.00	\$524.00	\$165.00	\$165.00
9	1	EA	Concrete Washout	\$1,020.00	\$1,020.00	\$500.00	\$500.00	\$503.00	\$503.00	\$3,300.00	\$3,300.00
Subtotal for 12" and 10" Force Main					\$267,009.00		\$430,035.00		\$274,317.60		\$372,434.50
Pump Station											
1	1	LS	Pump Station	1,811,000.00	\$1,811,000.00	\$1,664,935.00	\$1,664,935.00	\$2,252,184.68	\$2,252,184.68	\$2,120,751.00	\$2,120,751.00
<b>GRAND TOTAL OF BID</b>					<b>\$2,098,039.00</b>		<b>\$2,095,000.00</b>		<b>\$2,528,502.28</b>		<b>\$2,493,187.50</b>

Denotes corrected math error



March 21, 2014

Mrs. Robyn Courtright  
Procurement Director  
Oconee County, SC  
415 South Pine Street  
Walhalla, SC 29691

RE: Wastewater Improvements to Serve the  
Golden Corner Commerce Park  
New 1,800 GPM Pump Station  
URS Project No. 46422786  
Oconee County Bid No. 13-09

Dear Mrs. Courtright,

This letter represents the recommendations of this office concerning the award of a construction contract by Oconee County, South Carolina for the above-referenced project. Four (4) bids were received on March 18, 2014 at 2:00 PM in the Oconee County Administrative Offices located at 415 South Pine Street, Walhalla, SC 29691. Each bid was publicly opened and read aloud. The bids were checked and are as follows:

<b>CONTRACTOR</b>	<b>BASE BID</b>	<b>ORDER OF BIDS</b>
Harper Corporation - General Contractors      Greenville, SC	\$2,095,000.00	1
Haren Construction Company, Inc.      Etowah, TN	\$2,098,000.00	2
McClam & Associates Inc.      Little Mountain, SC	\$2,493,187.50	3
Greenstone Construction, LLC      Seneca, SC	\$2,526,502.28	4



It is the opinion of this office that the low bidder meets the requirements set forth in the Information for Bidders in the bid documents. Thus, in accordance with Section 00100.2, Paragraph 16 - Method of Award, we recommend the contract for the Wastewater System Improvements to Serve the Golden Corner Commerce Park – New 1,800 GPM Pump Station be awarded to Harper Corporation – General Contractors in the amount of \$2,095,000.00.

I have enclosed for you a copy of the certified tabulation of bids. Should you have any questions, please do not hesitate to contact me.

Very Truly Yours,

**URS Corporation**



Ryan W. Page, P.E.  
Project Engineer

Enclosures

**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 4-1-14  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Local ATAX request of up to \$2,500 to purchase marketing banners to use for special events, media events, marketing shows, etc.

**BACKGROUND OR HISTORY:**

Oconee County PRT routinely participates in events and trade shows as well as targeted local, statewide and regional media events, hosting travel writers and other occasions where logo marketing banners will enhance the event. These items are specifically five (5) tear drop banners and additions of logo sides for the existing pop up logo tent we use at events. Banners will be a bright yellow to match the existing logo tent and feature both the CVB and PRT logo's.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

As we move into hosting more events, these type banners become more necessary for the event area and marketing.

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No [review #2001-15 on Procurement's website]  
If no, explain briefly: Yes

**STAFF RECOMMENDATION:**

Approve up to \$2,500 from Local ATAX fund for marketing banners and additions to the logo tent.

**FINANCIAL IMPACT:**

\$2,500 from local ATAX fund.

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No  
If yes, who is matching and how much:

**ATTACHMENTS**

**Reviewed By/ Initials:**

\_\_\_\_\_ County Attorney      \_\_\_\_\_ Finance      \_\_\_\_\_ Grants      \_\_\_\_\_ Procurement

**Submitted or Prepared By:**

Phil Shirley, PRT Director  
Department Head/Elected Official

**Approved for Submittal to Council:**

  
\_\_\_\_\_  
Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*





**AGENDA ITEM SUMMARY  
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: 4-1-14  
COUNCIL MEETING TIME: 6:00 PM**

**ITEM TITLE OR DESCRIPTION:**

Local ATAX request of \$10,000 to host the Road Titans 300 cycling challenge in November, 2014.

**BACKGROUND OR HISTORY:**

The Road Titans 300 cycle challenge will start and end in Oconee County. Riders from across the US as well as international riders will ride a century (100 miles) ride each day for three days. The marketing and press for the event will include multiple media outlets targeting riders around the US and targeted international countries. The goal of the event is to have 300 riders for the first year event and grow into a major event for Oconee County. As the host destination, the event will start and end here in Oconee County. Participants will also visit Clemson on day 1 and Greenville on day 2 of the event. This is a first year event and the total economic impact is estimated to be over \$200,000. If the event is successful, we will have first right of refusal for the next two years to work to grow the event into a major event with 500+ riders.

**SPECIAL CONSIDERATIONS OR CONCERNS:**

Safety meetings have already been held with Emergency Management and plans will be in place for safety vehicles to be with each group.

**COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:**

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (review #2001-15 on Procurement's website)

If no, explain briefly: No. ATAX grant

**STAFF RECOMMENDATION:**

Approval of \$10,000 from local ATAX to host the Road Titans 300 cycling challenge in November 2014.

**FINANCIAL IMPACT:**

\$10,000 from local ATAX.

**COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:**

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

**ATTACHMENTS**

Reviewed By/ Initials:

\_\_\_\_\_ County Attorney

\_\_\_\_\_ Finance

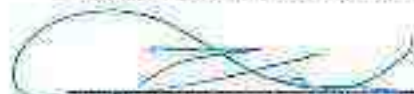
\_\_\_\_\_ Grants

\_\_\_\_\_ Procurement

**Submitted or Prepared By:**

Phil Shirley, PRT Director  
Department Head/Elected Official

**Approved for Submittal to Council:**



Scott Moulder, County Administrator

*Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.*

*A calendar with due dates marked may be obtained from the Clerk to Council.*

## **Beth Hulse**

---

**From:** Beth Hulse  
**Sent:** Thursday, March 27, 2014 9:49 AM  
**To:** Beth Hulse; Carlos Galarza; Chad Dorsett; DJM News Editor; Fox News; Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler; Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com); WYFF 4 News  
**Subject:** AMENDED Agenda: April 1, 2014  
**Attachments:** 040114 - Agenda.pdf

Please be advised that Council has amended their April 1, 2014 council meeting agenda to include an Executive Session. Thanks.

### **Elizabeth G. Hulse**

#### **Clerk to County Council**

Oconee County Administrative Offices

415 South Pine Street

Walhalla, SC 29691

864-718-1023

864-718-1024 [fax]

[bhulse@oconeesc.com](mailto:bhulse@oconeesc.com)

[www.oconeesc.com/council](http://www.oconeesc.com/council)

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COUNTY OF OCONEE**

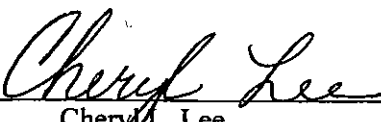
**OCONEE COUNTY COUNCIL**

**IN RE: Ordinance 2014-06**

**BEFORE ME** the undersigned, a Notary Public for the State and County above named, This day personally came before me, Hal Welch, who being first duly sworn according to law, says that he is the General Manager of **THE JOURNAL**, a newspaper published Tuesday through Saturday in Seneca, SC and distributed in **Oconee County, Pickens County and the Pendleton area of Anderson County** and the notice (of which the annexed is a true copy) was inserted in said papers on 03/18/2014 and the rate charged therefore is not in excess of the regular rates charged private individuals for similar insertions.

  
\_\_\_\_\_  
Hal Welch  
General Manager

Subscribed and sworn to before me this  
03/18/2014

  
\_\_\_\_\_  
Cheryl L. Lee  
Notary Public for South Carolina  
My commission Expires: 01/02/2023



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 864-882-1467



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**07 TOYOTA SOLARA Convertible**  
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 864-882-1467



LEGAL NOTICES

AGREEMENTS

The Oconee County Council will hold a Public Hearing for ORDINANCE 2014-06 AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK (PROJECT STAR) IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976-84, § 7-7-1, ET SEQUITOR, AS AMENDED TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICABLE, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXES TO THE COUNTIES, AND RELEVANT TAXING ENTITIES, TO PROVIDE THAT JOB TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR BUSINESSES LOCATING IN SAID PARK, TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION WITHIN SAID PARK, AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA RELATED TO THE CREATION OF THE PARK WITHIN THE CITY LIMITS OF THE CITY OF SENECA AND THE DISTRIBUTION OF CERTAIN FEES IN LIEU OF AD VALOREM TAXES DUE TO OCONEE COUNTY FROM THE PARK, AND THE PAYMENT BY OCONEE COUNTY TO THE CITY OF SENECA OF AN ECONOMIC DEVELOPMENT GRANT, SOLELY FOR THE USE OF THE CITY OF THE SENECA FOR SERENE HOSPITALITY, LLC, AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY AND SERENE HOSPITALITY, LLC, AND OTHER MATTERS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE AUTHORIZATION OF AN INFRASTRUCTURE TAX CREDIT IN FAVOR OF SERENE HOSPITALITY, LLC, on Tuesday, April 1, 2014 at 6:00 p.m. in Council Chambers, Oconee County Administrative Office, 445 S. Pine Street, Wehale, SC.

LEGAL NOTICES

LEGALS

IT IN FAVOR OF SERENE HOSPITALITY, LLC, on Tuesday, April 1, 2014 at 6:00 p.m. in Council Chambers, Oconee County Administrative Office, 445 S. Pine Street, Wehale, SC.

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T. Scott Moulder  
Administrator

Oconee County  
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Phone: 864-718-1023  
Fax: 864-718-1024

Email  
[tlm50@oconesc.com](mailto:tlm50@oconesc.com)

Paul Corbell  
Vice Chairman  
District I

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District II

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District III

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District V

.....LEGAL AD.....

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The Oconee County Council will hold a Public Hearing for ORDINANCE 2014-06 "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK (PROJECT STAR) IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/ BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170, ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXES TO THE COUNTIES AND RELEVANT TAXING ENTITIES; TO PROVIDE THAT JOB TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR BUSINESSES LOCATING IN SAID PARK; TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION WITHIN SAID PARK; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA RELATED TO THE CREATION OF THE PARK WITHIN THE CITY LIMITS OF THE CITY OF SENECA AND THE DISTRIBUTION OF CERTAIN FEES IN LIEU OF AD VALOREM TAXES DUE TO OCONEE COUNTY FROM THE PARK; AND THE PAYMENT BY OCONEE COUNTY TO THE CITY OF SENECA OF AN ECONOMIC DEVELOPMENT GRANT, SOLELY FOR THE USE OF THE CITY OF THE SENECA FOR SERENE HOSPITALITY, LLC; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY AND SERENE HOSPITALITY, LLC; AND OTHER MATTERS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE AUTHORIZATION OF AN INFRASTRUCTURE TAX CREDIT IN FAVOR OF SERENE HOSPITALITY, LLC." on Tuesday, April 1, 2014 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.





**Beth Hulse**

---

**From:** Beth Hulse  
**Sent:** Monday, March 17, 2014 12:18 PM  
**To:** Beth Hulse; classadmgr@upstatetoday.com  
**Subject:** PH 2014-06 - 4/1/14  
**Attachments:** 031714 - PH 2014-06 - 04-01-2014.doc

Please run at your earliest convenience.  
Thanks,

**Elizabeth G. Hulse**

**Clerk to County Council**

Oconee County Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691  
864-718-1023  
864-718-1024 [fax]  
[bhulse@oconeesc.com](mailto:bhulse@oconeesc.com)  
[www.oconeesc.com/council](http://www.oconeesc.com/council)

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## Beth Hulse

---

**From:** Beth Hulse  
**Sent:** Monday, March 17, 2014 12:19 PM  
**To:** Beth Hulse; Carlos Galarza; Chad Dorset; DJM News Editor, Greenville News (localnews@greenvillenews.com); Kevin; Norman Cannada (ncannada@upstatetoday.com); Ray Chandler, Westminster News / Keowee Courier (westnews@bellsouth.net); WGOG (dickmangrum@wgog.com); WSPA TV - Channel 7 (assignmentdesk@wspa.com)  
**Subject:** Public Hearing; Ordinance 2014-06; April 1, 2014

The Oconee County Council will hold a Public Hearing for ORDINANCE 2014-06 "AN ORDINANCE TO DEVELOP A JOINTLY OWNED AND OPERATED INDUSTRIAL/BUSINESS PARK (PROJECT STAR) IN CONJUNCTION WITH PICKENS COUNTY, SUCH INDUSTRIAL/ BUSINESS PARK TO BE GEOGRAPHICALLY LOCATED IN OCONEE COUNTY AND ESTABLISHED PURSUANT TO SOUTH CAROLINA CODE OF LAWS OF 1976 §4-1-170. ET SEQUITUR, AS AMENDED; TO PROVIDE FOR A WRITTEN AGREEMENT WITH PICKENS COUNTY PROVIDING FOR THE EXPENSES OF THE PARK, THE PERCENTAGE OF REVENUE APPLICATION, AND THE DISTRIBUTION OF FEES IN LIEU OF AD VALOREM TAXES TO THE COUNTIES AND RELEVANT TAXING ENTITIES; TO PROVIDE THAT JOB TAX CREDITS ALLOWED BY LAW BE PROVIDED FOR BUSINESSES LOCATING IN SAID PARK; TO PERMIT A USER FEE IN LIEU OF AD VALOREM TAXATION WITHIN SAID PARK; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SENECA RELATED TO THE CREATION OF THE PARK WITHIN THE CITY LIMITS OF THE CITY OF SENECA AND THE DISTRIBUTION OF CERTAIN FEES IN LIEU OF AD VALOREM TAXES DUE TO OCONEE COUNTY FROM THE PARK, AND THE PAYMENT BY OCONEE COUNTY TO THE CITY OF SENECA OF AN ECONOMIC DEVELOPMENT GRANT, SOLELY FOR THE USE OF THE CITY OF THE SENECA FOR SERENE HOSPITALITY, LLC; AND TO AUTHORIZE THE EXECUTION AND DELIVERY OF AN INFRASTRUCTURE TAX CREDIT AGREEMENT BETWEEN OCONEE COUNTY AND SERENE HOSPITALITY, LLC; AND OTHER MATTERS RELATED THERETO, INCLUDING, WITHOUT LIMITATION, THE AUTHORIZATION OF AN INFRASTRUCTURE TAX CREDIT IN FAVOR OF SERENE HOSPITALITY, LLC." on Tuesday, April 1, 2014 at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 S. Pine Street, Walhalla, SC.

### **Elizabeth G. Hulse** **Clerk to County Council**

Oconee County Administrative Offices  
415 South Pine Street  
Walhalla, SC 29691  
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